

02-25-2000

FORM PTO-1595
(Rev. 6-93) **MPD 2-22-00**
OMB No. 0651-0011 (exp. 4/94)

RE



ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101275586

To the Honorable Commissioner of Patents and Trademarks

and original documents or copy thereof.

1. Name of conveying party(ies):

Syron Engineering & Manufacturing, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Fleet Capital Corporation

Internal Address: _____

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other

Execution Date: February 14, 2000

Street Address: 200 West Madison Street

City: Chicago State: Illinois

ZIP: 60606

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

SEE ATTACHED SCHEDULE A

B. Patent No.(s)

SEE ATTACHED SCHEDULE D

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tammy S. Settle

Internal Address:

Company Name: Vedder, Price, Kaufman & Kammholz

Street Address: 222 North LaSalle Street
Suite 2600

City: Chicago

State: IL

ZIP: 60601

6. Total number of applications and patents involved: 12

7. Total Fee (37 CFR 3.41) \$480.00

☒ Enclosed☒ Authorized to be charged to deposit account
(Any Deficiencies)

8. Deposit account number: 22-0259

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Tammy S. Settle
Name of Person Signing

Signature

Date: February 21, 2000

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Assignments Division 1213 Jefferson Davis Highway
Arlington, VA 22202

02/24/2000 DNGUYEN 00000272 5746567

01 FC:581

480.00 OP

VPCHI01/#331171.1

PATENT
REEL: 010618 FRAME: 0680

Amended And Restated Patent And License Security Agreement
Between Syron Engineering & Manufacturing, LLC And Fleet Capital

PATENTS
SCHEDULE D

PATENT NUMBER	
5,746,567	
5,697,480	
5,773,097	
5,617,025	
5,921,694	
5,284,366	
5,079,502	
5,071,309	
5,070,442	
4,906,926	
4,898,490	
5,383,738	

AMENDED AND RESTATED PATENT AND LICENSE SECURITY AGREEMENT

AMENDED AND RESTATED PATENT AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of February 14, 2000, made by SYRON ENGINEERING & MANUFACTURING, LLC ("Borrower"), a Michigan limited liability company, having its chief executive office and principal place of business at 1325 Woodland Drive, Saline, Michigan 48176, in favor of Fleet Capital Corporation, a Rhode Island corporation ("FCC"), as agent (FCC, in such capacity, "Agent"), for the lenders ("Lenders") who are parties to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the "Loan Agreement") by and among Borrower, Lenders and Agent.

W I T N E S S E T H:

WHEREAS, Borrower and Agent have entered into a certain Loan and Security Agreement dated as of June 3, 1998 (the "Original Loan Agreement") pursuant to which Borrower and Agent entered into that certain Patent and License Security Agreement, dated as of June 3, 1998 (the "Original Patent Agreement"); and

WHEREAS, Lenders, Agent and Borrower have entered into the Loan Agreement pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to Borrower; and

WHEREAS, Lenders have required as a condition, among others, to the making of the Loans, in order to secure the prompt and complete payment, observance and performance of all of Borrower's obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrower to Lenders in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Borrower execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

(ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not

to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Agent for its benefit and the ratable benefit of Lenders, a first priority security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

- (i) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule A attached hereto, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in the foregoing clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Patents"); and
- (ii) license agreements with any other party in connection with any Patents or such other party's patents or patent applications, whether Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. After the date hereof, Borrower will not, without Agent's prior written consent (such consent not to be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by licensees or others subject to its control, or fail to take any action, which would in any material respect affect the validity or

enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Patents which are necessary or desirable in the operation of Borrower's business.

4. New Patents. Borrower represents and warrants that the Patents and Licenses listed on Schedules A and B, respectively, include all of the patents, patent applications and license agreements in connection with patents or patent applications now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new patentable inventions or license agreements in connection with patents or patent applications or (ii) become entitled to the benefit of any patent, patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future patents, patent applications and license agreements in connection with patents and patent applications that are Patents or Licenses under Section 2 or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future patents, patent applications and license agreements which are Patents or Licenses, as the case may be, under Section 2 or this Section 4.

5. Royalties. Borrower hereby agrees that the use by Agent of the Patents and Licenses as authorized pursuant to Section 11 shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Borrower.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents and the Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated in accordance with its terms. At such time, the rights granted to Agent hereunder shall also terminate.

7. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, upon reasonable notice, at any reasonable time and from time to time, but only during normal business hours, to visit and inspect the Properties of Borrower and to inspect, audit and make extracts from its books and records, and discuss with its officers, its employees and its independent accountants, and to examine Borrower's operations relating to the Patents and the Licenses; provided, that in conducting such inspections and examinations, Agent shall use its best efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. Borrower agrees not to sell or assign its respective interests in, or, except as listed on Schedule C attached hereto, grant any license under, the Patents or the Licenses without the prior written consent of Agent (such consent not to be unreasonably withheld).

8. Duties of Borrower. Borrower shall have the duty to the extent desirable in the normal conduct of Borrower's business and consistent with Borrower's current business practices: (i) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make application on such

unpatented but patentable inventions as Borrower deems appropriate; and (iii) to take reasonable steps to preserve and maintain all of Borrower's rights in the patent applications and patents that are part of the Patents. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any right to file a patent application or any pending patent application or patent which is or shall be necessary or economically desirable in the operation of Borrower's business. Borrower agrees to retain any experienced patent attorney reasonably acceptable to Agent for the filing and prosecution of all such applications and other proceedings. Agent shall not have any duty with respect to the Patents and Licenses. Without limiting the generality of the foregoing, Agent shall not be under obligation to take any steps necessary to preserve rights in the Patents or Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Patents and the Licenses, and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Borrower and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies Upon Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Borrower acknowledges and agrees that (i) the Patents and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Patents and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuation of an Event of Default, Agent or its nominee may use the Patents and the Licenses in connection with the conduct of Borrower's business.

12. Authority of Agent. Borrower acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising

out of this Agreement shall, as between Agent and Lenders, be governed by the Loan Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Agent and Borrower, Agent shall be conclusively presumed to be acting as agent for Lenders with full and valid authority so to act or refrain from acting, and Borrower shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Patents and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby irrevocably appoints Agent as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Borrower of Agent's intention to enforce its rights and claims against Borrower, Borrower hereby authorizes Agent to, in its sole discretion, (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents and the Licenses, (ii) take any other actions with respect to the Patents and the Licenses as Agent deems is in the best interest of Agent and the Lenders, (iii) grant or issue any exclusive or non-exclusive license with respect to the Patents to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents and the Licenses to anyone on commercially reasonable terms. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located or deemed located.

16. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent, and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

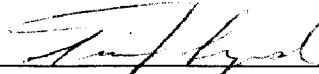
20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of Borrower, to record this Agreement in the United States Patent Office and with such other recording authorities deemed reasonable and proper by Lender, and Agent shall advise Borrower of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement in accordance with its terms, Borrower shall have the right to effect recordal of such satisfaction or termination, at the expense of Borrower, in the United States Patent Office and with such other recording authorities deemed reasonable and proper by Borrower. Agent and Borrower shall cooperate to effect all such recordals hereunder.

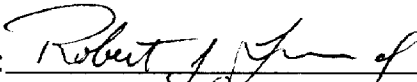
* * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

SYRON ENGINEERING &
MANUFACTURING, LLC,
a Michigan limited liability company

By: 
Name: Tim J. Lynch
Title: CFO

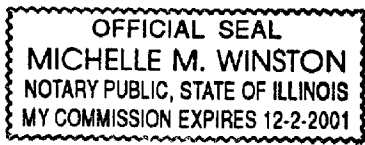
FLEET CAPITAL CORPORATION, a Rhode
Island corporation, as Agent for
Lenders

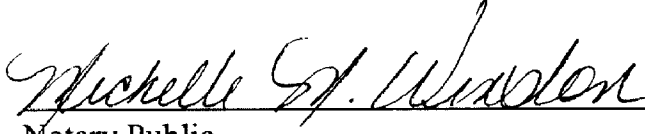
By: 
Name: ROBERT J. LUND
Title: VICE PRESIDENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing AMENDED AND RESTATED PATENT AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 14th day of February, 2000 by Tim J. Lynch, personally known to me to be the CEO of SYRON ENGINEERING & MANUFACTURING, LLC, a Michigan limited liability company, on behalf of such limited liability company.


(SEAL)





Notary Public
My commission expires 12-2-01

TRADEMARKS

MARK	COUNTRY	APP NO./REG. NO.	FILING DATE/REG. DATE	OWNER
	US	75/470,714	04/20/98	Syron Engineering & Manufacturing, LLC
SYRON	US	2,292,261	11/16/99	Syron Engineering & Manufacturing, LLC

PATENTS

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
TOOL MOUNTING CODING SYSTEM FOR DE-MOUNTABLE TOOLS AND ASSOCIATED HOLDERS	WO	9908839	02/25/99	Syron Eng & Mfg Corp
TOOL MOUNTING SYSTEM - COMPRISES A RIGID MOVING MEMBER TO MANIPULATE A TOOL AND HAS A PAIR OF ELONGATED MOUNTS	US	5,746,567	05/05/98	Syron Engineering & Manufacturing, LLC
BREAKAWAY MOUNT FOR ROBOT ARM - HAS BREAKAWAY CONNECTION WITH AXIAL OVERLOAD FORCE AT WHICH IT ALLOWS TOOL TO MOVE AWAY FROM OBSTRUCTION TO DISABLED POSITION, AND OUT OF ITS SECURE CONNECTION TO MOVEMENT MEMBER	US	5,697,480	12/16/97	Syron Engineering & Manufacturing, LLC
SUSPENSION FOR SECURING TOOLS ON SUPPORT - COMPRISES FRAME WITH CONNECTORS AT FRONT AND BACK WHICH FORM RIGID CONNECTION WITH SUPPORT	Germany	29521447	04/03/97	Syron Eng & Mfg Corp
TOOL ATTACHMENT FOR FIXING TOOL TO SUPPORT ELEMENT - HAS MOVABLE TOOL SUPPORT ELEMENT ON WHICH ARE LOCKABLE RETAINING DEVICES SUPPORTING FRAME WITH EXTENDING ARMS FOR TOOL HOLDERS	Germany	19534386	06/13/96	Syron Eng & Mfg Corp
TOOL ATTACHMENT FOR FIXING TOOL TO SUPPORT ELEMENT - HAS MOVABLE TOOL SUPPORT ELEMENT ON WHICH ARE LOCKABLE RETAINING DEVICES SUPPORTING FRAME WITH EXTENDING ARMS FOR TOOL HOLDERS	Japan	8309683	11/26/96	Syron Eng & Mfg Corp
TOOL ATTACHMENT FOR FIXING TOOL TO SUPPORT ELEMENT - HAS MOVABLE TOOL SUPPORT ELEMENT ON WHICH ARE LOCKABLE RETAINING DEVICES SUPPORTING FRAME WITH EXTENDING ARMS FOR TOOL HOLDERS	US	5,733,097	03/11/98	Syron Engineering & Manufacturing, LLC

PATENT

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
DETECTING EXISTENCE OF EXISTENCE OR NON-EXISTENCE OF NUT AT HOLE IN METAL PLATE - BY APPLYING SCANNING HEAD OF SENSOR WHICH PRODUCES MAGNETIC FIELD DIRECTED RADially OUTWARDS, AND INSERTING HEAD IN HOLE OF METAL PLATE, TO DETECT MASS OF METAL AT HOLE	Germany	19518653	04/25/96	Syron Eng & Mfg Corp
DETECTING EXISTENCE OF EXISTENCE OR NON-EXISTENCE OF NUT AT HOLE IN METAL PLATE - BY APPLYING SCANNING HEAD OF SENSOR WHICH PRODUCES MAGNETIC FIELD DIRECTED RADially OUTWARDS, AND INSERTING HEAD IN HOLE OF METAL PLATE, TO DETECT MASS OF METAL AT HOLE	US	5,617,025	04/01/97	Syron Engineering & Manufacturing, LLC
BALL JOINT ELEMENT WITH TWO-END BODY AND LONGITUDINAL AXIS - HAS BODY WITH HIGHER RESISTANCE TO RADially INWARDS DEFORMATION AT ONE END	Germany	4305667	02/24/93	Syron Eng & Mfg Corp
BALL JOINT ELEMENT WITH TWO-END BODY AND LONGITUDINAL AXIS - HAS BODY WITH HIGHER RESISTANCE TO RADially INWARDS DEFORMATION AT ONE END	US	5,921,694	07/13/90	Syron Eng & Mfg Corp
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	WO	9303331	03/18/93	Syron Eng & Mfg Corp
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	US	5,284,366	02/08/94	Syron Engineering & Manufacturing, LLC
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	Germany	4293023	09/08/94	Syron Eng & Mfg Corp
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	Japan	6510590	11/24/94	Syron Eng & Mfg Corp
PROXIMITY SENSOR DETECTING PRESENCE OF E.G. METAL SHEET - HAS THRESHOLD AND DELAY CIRCUIT AS WELL AS MONITOR WHICH INCLUDES RESISTANCE BRIDGE WITH VOLTAGE-CONTROLLED RESISTOR	US	5,079,502	01/07/92	Syron Engineering & Manufacturing, LLC
MOUNTING FOR MULTI-FUNCTION ARM - HAS TWO ENLARGED SECTIONS RECEIVABLE IN MOUNTS AS ARM IS MOVED REARWARD, PROVIDING SUFFICIENT AXIAL SUPPORT	US	5,071,309	12/10/91	Syron Engineering & Manufacturing, LLC
MOUNTING FOR MULTI-FUNCTION ARM - HAS TWO ENLARGED SECTIONS RECEIVABLE IN MOUNTS AS ARM IS MOVED REARWARD, PROVIDING SUFFICIENT AXIAL SUPPORT	European patent	540795	05/12/93	Syron Eng & Mfg Corp

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
COMPUTERISED DOOR LOCKING AND MONITORING SYSTEM - HAS COMPUTER PROGRAM CHANGING STATUS OF EACH DOOR ACCORDING TO PREDETERMINED SCHEDULE, BY USE OF ELECTRO-DOOR LOCKS	US	5,070,442	12/03/91	Syron Townson A T
ARTICULATED GRIPPER WITH PROXIMITY SENSOR FOR HOSTILE ENVIRONMENT - HAS COIL DISPOSED WITHIN METAL CASING AND SENSOR CIRCUIT MEASURING CHANGES IN INDUCTANCE OF COIL CAUSED BY WORKPIECE	US	4,906,926	03/06/90	Syron Engineering & Manufacturing, LLC
STRUCTURE FORMED FROM BALL JOINED LINKS - HAS LINKS JOINED, AFTER CORRECT POSITIONING, BY WELDING, SOLDERING OR BY USING ADHESIVE	US	4,898,490	02/06/90	Syron Engineering & Manufacturing, LLC
BALL JOINED LINKS	US	5,383,738	01/24/95	Syron Engineering & Manufacturing Corp

MW387196_1.DOC

TRADEMARKS

MARK	COUNTRY	APP NO./REG. NO.	FILING DATE/REG. DATE	OWNER
P and Design	France	1202896		Erie Engineering Company
Design only	Italy	275412	09/10/73	Erie Engineering Company

COPYRIGHTS

TITLE	REG. NO.	REG. DATE	OWNER
SPECIAL RETAINER & SPECIAL PUNCH	Txu253931	09/18/86	Erie Engineering Company

MW5d7150_1.DOC

SCHEDULE A
to Patent and License Security Agreement

PATENTS

Borrower has the following patents:

See Attached Chart and the following upon consummation of the Acquisition:

<u>Owner</u>	<u>Patent</u>	<u>Registration No.</u>
a. Syron Engineering & Manufacturing Corporation	Univeral Work Holder Arrangement	09/102,543

SCHEDULE B
to Patent and License Security Agreement

LICENSES

Borrower has the following licenses: None

SCHEDULE C
to Patent and License Security Agreement

LICENSE AGREEMENTS

Borrower has the following license agreements: None

11/#575911.2 2/11/00