

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Tab Settings

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05-15-2000

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



101355171

To the Honorable Commissioner of Patents.

Original documents or copy thereof.

## 1. Name of conveying party(ies):

Nasco International, Inc.

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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ OtherExecution Date: March 31, 2000

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

Name: Bank of America, National Association

Internal Address:

Street Address: 231 South LaSalle StreetCity: Chicago State: IL ZIP: 60697Additional 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)

08/879,346

B. Patent No.(s)

5,180,229

Additional numbers attached? ☐ Yes ☒ No

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

Name: Douglas M. EveleighInternal Address: (Attn: C. Dore 97391775)Mayer, Brown & PlattStreet Address: P.O. Box 2882City: Chicago State: IL ZIP: 60690-28286. Total number of applications and patents involved: 27. Total fee (37 CFT 3.41) \$ 80.00☒ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

13-0019

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

5/12/2000 JSNBAZZ 00000088 08879346

01 FC-581

80.00 DP

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## 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.

Douglas M. Eveleigh Reg. No. 43,426

Name of Person Signing

Signature

April 21, 2000

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 010766 FRAME: 0776



ATTACHMENT 1 to  
Agreement (Patent)

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	5,180,229	1/19/93	William Phillip Niemeyer	Sampling Bag With Enclosed Wire Ends
Canada	971,090	7/15/75	Ernest M. Risgaard	Sealing Means & Methods (Whirl-Pak)

Pending Patent Application

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	08/879,346	6/20/97	Daniel C. Christianson, Judith M. Johnson, Roger E. Lidicker	Infant Simulation Device and Method Therefore

Patent Application in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	714-00068	5/1/00	Daniel C. Christianson	Auscultation Simulation System

Item B. Patent Licenses

<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
U.S.A.	Phyllis R. Steinmann	Nasco	7/27/87	Expiration of Licensed Patent	Algebra Models

AGREEMENT  
(Patent)

THIS AGREEMENT (PATENT), dated as of March 31, 2000 (as modified from time to time, this "Agreement"), made by NASCO INTERNATIONAL, INC., a Wisconsin corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the financial institutions (individually a "Lender" and collectively the "Lenders") which are or may from time to time become, parties to the Credit Agreements referred to below;

W I T N E S S E T H :

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of January 2, 1996 (as heretofore amended, supplemented and otherwise modified to the date hereof, the "Existing Credit Agreement"), among the Grantor, the lenders parties thereto and Bank of America Illinois (predecessor to Bank of America, N.A.), as agent, the lenders have extended loans to the Grantor; and

WHEREAS, as a condition precedent to any extension of credit under the Existing Credit Agreement, the Grantor was required to execute and deliver the Security Agreement (the "Existing Security Agreement") pursuant to which the Grantor granted to the Agent a continuing security interest in all of the "Collateral" identified therein, and, in connection with and to supplement the Existing Security Agreement, the Grantor entered into the Agreement (Patent), the Agreement (Trademark) and the Agreement (Copyright)(collectively referred to herein as the "Supplements"); and

WHEREAS, the Grantor has requested that the Lenders make certain credit available, in part to refinance all indebtedness under the Existing Credit Agreement, pursuant to a Credit Agreement (Five Year) dated March 31, 2000 among the Grantor, certain lenders, Bank One, Wisconsin, as co-agent and Bank of America, N.A., as administrative agent (as amended, supplemented, amended and restated or otherwise modified from time to time, being referred to as the "Credit Agreement (Five Year)") and a Credit Agreement (364 Day) dated March 31, 2000 among the Grantor, certain lenders, Bank One, Wisconsin, as co-agent and Bank of America, N.A., as administrative agent (as amended, supplemented, amended and restated or otherwise modified from time to time, being referred to as the "Credit Agreement (364 Day)") and together with the Credit Agreement (Five Year), the "Credit Agreements"); and

WHEREAS, it is a condition precedent to such extensions of credit that the Grantor enter into this Agreement (Patent) to, among other things, confirm and ratify its grant to the Agent of a continuing security interest in the Patent Collateral (as defined in the Security Agreement dated the date hereof of the Grantor (as amended, supplemented, amended and restated or otherwise modified from time to time, being referred to as the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) to the Grantor from time to time pursuant to the Credit Agreements, in part to refinance the indebtedness under the Existing Credit Agreement, the Grantor hereby agrees with the Agent, for its benefit and the ratable benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and assigns to the Agent, for its benefit and the ratable benefit of the Lender Parties, and granted to the Agent, for its benefit and the ratable benefit of the Lender Parties, a continuing security interest in and to, all of the Patent Collateral, as defined therein. The Grantor hereby ratifies and restates such pledge, assignment and grant, and with greater specificity hereby assigns and pledges to the Agent for its benefit and the ratable benefit of each of the Lender Parties, and does hereby grant, mortgage, pledge and hypothecate to the Agent for its benefit and the ratable benefit of each of the Lender Parties, a continuing security interest in and to all of the following, whether now or hereafter existing or acquired (the "Patent Collateral"):

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of, among other things, ratifying and confirming the grant of the

Patent Collateral to the Agent for the benefit of the Lender Parties and registering (and confirming the recordation pursuant to the Security Agreement of) the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

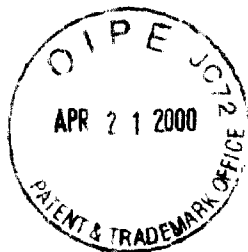
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted and confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreements.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NASCO INTERNATIONAL, INC.



By: Dean T. Johnson

Title: Chief Financial Officer

Address: 901 Janesville Avenue  
Fort Atkinson, Wisconsin 53538-0901

Attention: Dean T. Johnson  
Chief Financial Officer

Telecopier No.: 414-563-0234

Copy to:

Geneve Corporation  
96 Cummings Point Road  
Stamford, Connecticut 06902

Telecopier No.: 203-348-3103

Attention: William J. Petersen  
Chief Financial Officer

Accepted:

BANK OF AMERICA, N.A., as Agent

By: 

Title: ~~DEBRA BASLER~~

Vice President

Address: 231 South LaSalle Street  
Chicago, Illinois 60697

Attention: Debra Basler

Telecopier No.: 312-987-0889

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

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Mayer, Brown & Platt

Street Address: P.O. Box 2882

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and patents involved: 2

7. Total fee (37 CFT 3.41) . . . . . \$ 80.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

13-0019

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

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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.*

Douglas M. Eveleigh Reg. No. 43,426

Name of Person Signing

Douglas M. Eveleigh  
Signature

April 21, 2000  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**PATENT**  
**REEL: 010766 FRAME: 0783**



**EXPRESS MAIL CERTIFICATE**

"Express Mail" label number: EL481539828US

Date of Deposit: April 21, 2000



I hereby certify that the attached document is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Christopher Dore

(Typed or printed name of  
person mailing paper or fee)

*Christopher Dore*  
(Signature of person mailing paper or fee)