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FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

06-27-2000

U.S. Department of Commerce
Patent and Trademark Office
PATENT



101390712

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Submission Type

☒ New

☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

Conveyance Type

☐ Assignment

☐ License

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) SuperDrive, Ltd.

Execution Date
Month Day Year
04/19/00

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

5847470

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Cetus Corp.

Name (line 2)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1) 6450 Sand Lake Road, Suite 200

Address (line 2)

Address (line 3) Dayton

City

Ohio

State/Country

45414

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

06/23/2000 ASCOT 00000174 58474 0

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 10859 FRAME: 0907

Correspondent Name and Address

Area Code and Telephone Number **(937) 223-2050**

Name **Killworth, Gottman, Hagan & Schaeff, L.L.P.**

Address (line 1) **One Dayton Centre, Suite 500**

Address (line 2) **One South Main Street**

Address (line 3) **Dayton, Ohio 45402-2023**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5.847.470		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

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Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

One (1)

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

B. Joseph Schaeff

Name of Person Signing

B. Joseph Schaeff

Signature

June 5, 2000

Date

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made effective as of the 19th day of April, 2000, between CETUS CORP., an Ohio corporation ("Secured Party"), and SUPERDRIVE, LTD., an Ohio limited liability company (the "Debtor"), under the following circumstances:

- A. The Secured Party has agreed, pursuant to an Assumption and Novation Agreement dated as of even date herewith, to permit the assumption by Cook & Mitchell Power Systems, Inc. ("C&M") of a Replacement Note dated January 31, 2000 from the Debtor to the Secured Party (as successor in interest to Fifth Third Bank, Western Ohio) (the "Note"). As part of such Agreement, SuperDrive has agreed to refrain from selling, assigning or transferring the Patent (as hereinafter defined), admitting any new member or obtaining financing from any party on other than market rate terms.
- B. The Secured Party and the Debtor desire that the obligations of the Debtor to the Secured Party be secured. The Debtor desires to grant a security interest in the Patent pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Security Interest. Debtor hereby assigns to Secured Party, and hereby grants to Secured Party a security interest in, all of Debtor's right, title and interest in and to United States Letters Patent 5,847,470 (the "Patent") together with all of the goodwill and other intangible assets associated therewith, including, without limitation, the right to license or use the technology included therein (collectively, the "Collateral").

2. Obligations Secured. The obligations secured by the grant of this security interest (collectively, the "Indebtedness") are the performance of: (a) the obligations of the Debtor to the Secured Party pursuant to Section 3 of the Assumption and Novation Agreement; (b) all costs, expenses and attorneys' fees with respect to (a); (c) all renewals, rearrangements or extensions of such obligations, if any, in whole or in part; and (d) all obligations of the Debtor and rights of the Secured Party under this Security Agreement.

3. Effect of Security Agreement. This Security Agreement constitutes a security agreement under the Uniform Commercial Code in effect in the State of Ohio and creates a security interest in favor of the Secured Party in and to the Collateral and the proceeds thereof. The Debtor shall execute and deliver, file and refile any financing statements, or continuation statements that the Secured Party may reasonably require from time to time to perfect the security interest granted by this Security Agreement with respect to such Collateral and proceeds.

4. Termination. This Security Agreement shall terminate upon the payment by C&M to the Secured Party of the entire amount payable under the Note, and all other sums payable by the Debtor to the Secured Party hereunder. Upon termination of this Security Agreement, the Secured Party shall, within a reasonable amount of time, execute, deliver, and file any termination statements and similar

documents that the Debtor may reasonably require from time to time to effect or evidence such termination or any release from the security interest granted hereby.

5. Covenants of the Debtor. The Debtor agrees that during the term of this Agreement:

(a) The Debtor shall execute and deliver such documents as the Secured Party deems necessary to create, perfect and continue the security interest contemplated hereby.

(b) The Debtor will not sell, hypothecate, assign or otherwise transfer the Collateral, or any part thereof, or any interest therein (including any license thereof), without the prior written consent of the Secured Party.

(c) The Debtor shall, from time to time, as requested by the Secured Party, do, make, execute and deliver to the Secured Party all such additional and further acts, things, instruments and supplements as may be reasonably requested by the Secured Party in order to perfect, continue and more completely vest in and assure to the Secured Party its rights hereunder and in or to the Collateral.

(d) The Debtor shall not create, permit or suffer to exist, and shall take such action as is necessary to remove, any claim to or interest in or lien or encumbrance upon the Collateral, other than the security interest granted hereby, and shall defend the right, title and interest of Secured Party in and to the Collateral against all claims and demands of all persons and entities at any time claiming the same or any interest therein.

6. Powers of the Secured Party. At its option, the Secured Party may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral. The Debtor agrees to reimburse the Secured Party for any reasonable payment so made.

7. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Security Agreement:

(a) The failure by C&M to fully and promptly pay all or any part of the amounts due as set forth in the Note;

(b) Any other event of default as set forth in the Note; and

(c) The breach by the Debtor of any of its obligations to obtain the written consent of the Secured Party with respect to the covenants described in Section 3 of the Assumption and Novation Agreement;

8. Remedies of the Secured Party. Upon occurrence of an Event of Default, the Secured Party shall have the following rights and remedies:

(a) In addition to any other remedy available to the Secured Party, as provided herein or otherwise, the Secured Party may exercise any remedy available to it under applicable law, including the rights, privileges, powers and remedies of a secured party under the Uniform Commercial Code in effect in the State of Ohio; and

(b) The Secured Party may repossess, sell or otherwise dispose of the Collateral or any part thereof in any manner provided by law and may dispose of said Collateral at a public or private sale with or without notice to the Debtor.

9. Cumulative Remedies. The rights and remedies of the Secured Party as provided in this Security Agreement shall be cumulative and concurrent, may be pursued separately, successively or together against the Debtor or against the Collateral, or both, at the sole discretion of the Secured Party, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

10. Effect of Delay and Waivers. No delay or omission to exercise any right or power accruing prior to or upon any breach, omission, failure of performance, or Event of Default hereunder shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver or release of any term or provision of this Security Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly authorized and executed by the applicable party.

11. Application of Proceeds. The proceeds of any sale or other disposition by the Secured Party shall be applied as follows:

(a) First, to the reasonable costs and expenses incurred by the Secured Party in connection with, incidental to, or in any way relating to the holding or sale or other disposal of the Collateral, including all reasonable attorneys' fees and legal expenses incurred by the Secured Party in connection therewith;

(b) Second, to the satisfaction of all amounts due pursuant to this Security Agreement allocated first to attorneys' fees and other costs of collection to the extent permitted by applicable law, then to the unpaid principal balance under the Note; and

(c) Third, to the Debtor to the extent of any surplus proceeds.

12. Miscellaneous. Presentment, protest, notice of protest, notice of dishonor and notice of nonpayment are waived with respect to any Event of Default or proceeds to which the Secured Party are entitled hereunder. The Secured Party may release, regardless of consideration, any part of the security held for the Indebtedness secured by this Security Agreement without, as to the remainder of the security, in any way impairing or affecting the lien of this Security Agreement or its priority over any subordinate lien.

13. Notices. Whenever any party hereto desires or is required to provide any notice, demand or request with respect to this Security Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service (which shall include delivery by delivery service, express mail delivery service, telecopy, or telefax) or mailed, by United States mail, postage prepaid, and addressed as follows:

If to the Secured
Party, to:

Cetus Corp.
6450 Sand Lake Road
Suite 200
Dayton, Ohio 45414

With a copy to:

Frederick J. Caspar, Esq.
Chernesky, Heyman & Kress P.L.L.
Suite 1100
10 Courthouse Plaza, S.W.
Dayton, Ohio 45402

If to the Debtor:

SuperDrive, Ltd.
1150 South Main Street
Piqua, Ohio 45356
Attn: Herman R. Mitchell

With a copy to:

J. Richard Gaier Co., L.P.A.
111 West Ash Street
P.O. Box 1414
Piqua, Ohio 45356

14. Governing Law. This Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Ohio notwithstanding its conflicts of laws provisions.

15. Severability of Provisions. If any provision of this Security Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Security Agreement.

16. Entire Agreement. This Security Agreement, together with the Assumption and Novation Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersede all prior written and all prior and contemporaneous oral agreements, understandings, inducements, and conditions, express or implied, among the parties with respect thereto.

17. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Security Agreement as of the day and year first written above.

"SECURED PARTY"

WITNESSES:

Catherine Adler
James O. Diller

CETUS CORP.

By:

Leslie S. Banwart, Vice President

"DEBTOR"

WITNESSES:

J. Burt Garner
Denna M. Repert

SUPERDRIVE, LTD.

By:

Herman R. Mitchell, President

STATE OF OHIO)
) SS:
COUNTY OF Montgomery)

Before me, a Notary Public, in and for said county and state, personally appeared Leslie S. Banwart, Vice President of Cetus Corp. who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 19 day of April, 2000.

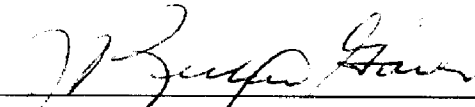
Catherine Adler
Notary Public

CATHERINE ADLER, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 1, 2002

STATE OF Ohio)
) SS:
COUNTY OF Miami)

Before me, a Notary Public, in and for said county and state, personally appeared Herman R. Mitchell, President of SuperDrive, Ltd. who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal
this 17 day of April, 2000.



Notary Public

J. RICHARD CARTER, Notary Public
Notary Public for the State of Ohio
My commission expires 12/31/2003
SUSAN L. WILSON, Notary Public

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