

1-12-00

FORM PTO-1596
(Rev. 6-93)

OMB No. 0651-0011 (L4)

Tab settings ☐

01-12-2000

To the Hon

U.S. Patent & TMO/TM Mail Rpt Dt. #26

07-10-2000



101399466

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Webfile

Final documents or copy thereof.

1. Name of conveying party(ies): 7.7.00
Miltex Technology Corporation Re

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

3. Nature of conveyance:

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

Execution Date: 1/07/00

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation
Internal Address: _____

Street Address: 335 Madison Avenue
12th floor
City: NY State: NY ZIP: 10017

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)
09/149,843

B. Patent No.(s)
5,801,110

Additional numbers attached? ☐ Yes ☒ No

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

Name: Clifford Chance Rogers & Wells

Internal Address: Haroon Chishti LA

Street Address: 1 New York Plaza

City: NY State: NY ZIP: 10004

6. Total number of applications and patents involved: 2

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

01/31/2000 DNGUYEN 00000015 09149843

01 FC:581

80.00 OP

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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.

B. April Brady
Name of Person Signing

B. April Brady
Signature

1/10/00

Date

Total number of pages including cover sheet, attachments, and document: 5

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT

REEL: 010881 FRAME: 0985

**MILTEX TECHNOLOGY CORPORATION
PATENT SECURITY AGREEMENT**

PATENT SECURITY AGREEMENT, dated as of January 7, 2000 is entered into by and between **MILTEX TECHNOLOGY CORPORATION**, a Delaware corporation ("**Grantor**") and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, for itself and in its capacity as Agent for Lenders ("**Agent**").

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among ASP/Miltex Intermediate, Inc. ("**Borrower**"), Grantor, Agent, the other Persons who are Credit Parties, GECC Capital Markets Group, Inc. and the financial institutions listed therein as Lenders (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), the Lenders agreed to make available to the Borrower, upon the terms and conditions thereof, a revolving and term credit facilities of up to \$52,000,000 in aggregate;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

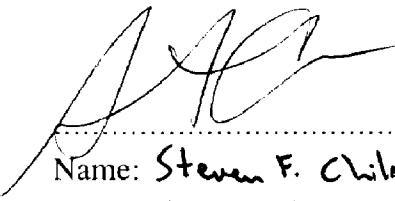
1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
2. **Grant of Security Interest in Patent Collateral.** To secure the Obligations, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**"):
 - (a) all its Patents and Patent Licenses to which Grantor is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing; and

- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. **Security Agreement.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

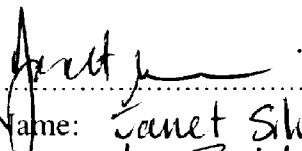
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MILTEX TECHNOLOGY CORPORATION

By: 
Name: Steven F. Chilusk:
Title: President

ACCEPTED AND ACKNOWLEDGED BY:


GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Janet Silverman
Title: Vice-President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 7th day of January, 2000 before me personally appeared Steven F. Chilinski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **MILTEX TECHNOLOGY CORPORATION**, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

.....
Notary Public

HAROON I. CHISHTI
Notary Public, State of New York
No. 01CH6024765
Qualified in New York County
Commission Expires May 17, 2001

SCHEDULE I
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Patent No.	Issued
5,801,110	09/01/1998
09/149,843	Pending – filed 9/08/1998

**C L I F F O R D
C H A N C E
R O G E R S & W E L L S**

**CLIFFORD CHANCE
ROGERS & WELLS LLP**

200 PARK AVENUE
NEW YORK NEW YORK 10166 0153

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FAX +1 212 878 8375
www.cliffordchance.com

YOUR REFERENCE

IN REPLY PLEASE QUOTE
099998/312

DATE
July 5, 2000

DIRECT DIAL
212-878-4942

BY COURIER

U.S. Patent and Trademark Office
Assignment Division, Box Assignments,
CG-4
1213 Jefferson Davis Highway
Suite 320
Washington, D.C. 20231

- 7

Dear Sir/Madam,

Patent Security Agreement

Enclosed herewith please find the above referenced Assignment as received from your office.
The missing information has been added to the cover page.

If you have any questions please call me at the above number.

Kind regards,



Patty Del Rio
Paralegal Coordinator

Enclosure



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 19, 2000

PTAS

CLIFFORD CHANCE ROGERS & WELLS
HAROON CHISHTI LA
1 NEW YORK PLAZA
NY, NY 10004



101301812A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101301812

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE NAME AND ADDRESS OF THE RECEIVING PARTY(S) MUST BE INDICATED ON THE COVER SHEET.

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED: 07/07/2000

PATENT
REEL: 010881 FRAME: 0991