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FORM PTO-1565

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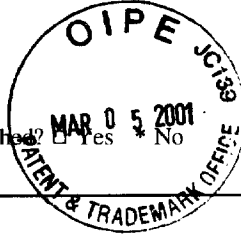
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

3.5.01

101637026

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

1. Name of conveying party(ies):

THERMASYS CORPORATIONAdditional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

BANK ONE, NA, as administrative agent

Internal Address: _____

Street Address: One Bank One PlazaCity: Chicago State: IL ZIP: 60670Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger

* Security Agreement

☐ Change of Name

Other _____

Execution Date: August 25, 2000

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: _____

Application Numbers:Registration Numbers:

SEE ATTACHED LIST

SEE ATTACHED LIST

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert E. Rude IIInternal Address: Mayer, Brown & PlattStreet Address: 1909 K Street, NWCity: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41) \$400.00

* Enclosed (Check No 19072)

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Robert E. Rude II
Name of Person SigningRER II
SignatureMarch 5, 2001
Date

Total number of pages including cover sheet, attachments and documents : 8

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400.00 DP

PATENT
REEL: 011571 FRAME: 0852



UNITED STATES PATENTS

<u>Number</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Issued Date</u>
5,881,456	Header tubes for Heat Exchangers and the Methods used for their Manufacture	Michael Bergin, Peter Brede	03/16/99
5,125,454	Manifold Assembly for a Parallel Flow Heat Exchanger	Harvey Creamer Donald Matthews Lionel Lejeune	06/30/92
5,145,143	Vibration Damper	Arthur Jackson and Raymond Chandler	09/08/92
5,216,811	Method for Forming a Bushing	Raymond Chandler	06/08/93
5,152,339	Manifold Assembly for a Parallel Flow Heat Exchanger	Gerald C. Calleson	10/06/92
5,934,366	Manifold for Heat Exchanger and Baffles therefor	James Gowan	08/10/99
5,941,303	Cross-Counter Flow Heat Exchanger with Multiple Passage Extruder Manifolds	J.D. Gowan and Q. Wang	08/24/99
6,056,047	Heat Exchanger Manifolds	J.D. Gowan	05/02/00

UNITED STATES PATENT APPLICATIONS

<u>Number</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Issued Date</u>
09/265569	Manifold for heat exchanger and baffles therefor	James Gowan	03/10/99
09/501,619	Textured Separator	John F. Riggle	2/9/00
	Plate and method of making the same	Richard L. Case	

PATENT LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Term</u>	<u>Scope</u>	<u>Date</u>
ThermaSys Corporation	New Kessler Engineering Private Ltd.	10 years with certain termination events	India	07/31/99
ThermaSys Corporation	Dalian General Thermodynamics Incorporated Ltd.	10 years	China	08/21/97



PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of August 25, 2000, is made between THERMASYS CORPORATION, a Delaware corporation (the "Grantor"), and BANK ONE, NA, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 25, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions and other Persons from time to time parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent and Lead Arranger for the Lenders, the Administrative Agent, and Huntington National Bank, as the Documentation Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Pledge and Security Agreement, dated as of August 25, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all of its Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuers to make Credit Extensions to the Grantor pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured 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 (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all of its letters patent and applications for letters patent in the United States, including all patent applications in preparation for filing anywhere in the United States and each patent and including each patent application referred to in Item A of Schedule I attached hereto;

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

(c) all of its patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; 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, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Patent Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement) or (ii) the Termination Date, the Administrative 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 Administrative Agent with respect to the security interest in the Patent Collateral granted 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.

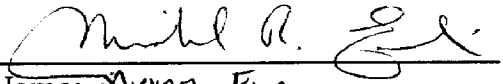
SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

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.

[The remainder of page is intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THERMASYS CORPORATION

By 
Name: MICHAEL EUA
Title: Senior Vice President

BANK ONE, NA,
as Administrative Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THERMASYS CORPORATION

By _____
Name:
Title:

BANK ONE, NA,
as Administrative Agent

By Erik C. Back
Name:
Title: ERIK C. BACK
VICE PRESIDENT