

06-28-2001



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RECORDATION FORM COVER SHEET
PATENTS ONLY

Form PTO-1595
 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

KEY TRONIC CORPORATION

6.2201

2. Name and address of receiving party(ies)

Name: **GENERAL ELECTRIC CAPITAL CORPORATION**

Internal Address: _____

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other _____

Street Address: **105 West Madison Street**

Suite 1600

City: **Chicago** State: **IL** Zip: **60602**

Execution Date: **12/31/96**

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)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: **Josh S. Ridout, Esq.**

Internal Address: **Paul, Hastings, Janofsky**

& Walker LLP

Street Address: **555 South Flower Street,**

20th Floor

City: **Los Angeles** State: **CA** Zip: **90071**

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ **1,640.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

(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.

JOSH S. RIDOUT

Name of Person Signing

Josh Ridout

Signature

June 22, 2001

Date

Total number of pages including cover sheet, attachments, and documents: **14**

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

PATENT
REEL: 011923 FRAME: 0323

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

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

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1) KEY TRONIC CORPORATION

Execution Date
Month Day Year
12 31 96

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

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Name (line 1) GENERAL ELECTRIC CAPITAL CORPORATION

Name (line 2)

Address (line 1) 105 West Madison Street, Suite 1600

Address (line 2)

Address (line 3) Chicago City

IL State/Country

60602 Zip Code

☐ 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.)

Name (line 1)

Name (line 2)

Address (line 1)

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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)

08/494,794 08/528,474 08/509,153

08/583,983

Patent Number(s)

4,354,074 4,209,819 4,920,343

4,728,931 5,481,074 5,360,955

5,335,137 5,212,356 5,329,079

5,430,263 Des. 354,484 4,938,702

Des. 283,818 5,278,557 5,305,238

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Patent Application Number(s)

Patent Number(s)

4,277,689	4,267,439	4,245,151
4,604,509	4,359,720	4,950,874
5,376,765	4,421,432	5,358,344
5,422,447	4,939,324	4,876,415
4,405,917	5,298,706	5,115,106

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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)

4,260,880	4,774,634	5,117,076
4,277,780	5,455,556	5,176,945
5,438,177		

PATENT SECURITY AGREEMENT

WHEREAS, KEY TRONIC CORPORATION, a Washington corporation ("Grantor"), having its principal office at North 4424 Sullivan Road, Spokane, Washington 99216, has adopted, used, is using and owns certain patents, including without limitation those identified on Exhibit A and Exhibit B attached hereto; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of December 31, 1996 (the "Security Agreement"), Grantor has pledged and mortgaged to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Grantee"), with an address at 105 West Madison Street, Suite 1600, Chicago, Illinois 60602, and has granted Grantee a continuing security interest in and to, certain assets of Grantor, including without limitation, all right, title and interest of Grantor in and to all patents and patent applications, including without limitation the patents and patent applications identified on Exhibit A and Exhibit B; all reissues, divisions, renewals, continuations, continuations-in-part and extensions; and all licenses thereunder, whether currently owned or existing, or hereafter invented, adopted or acquired (collectively, the "Patents");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby pledge and mortgage to Grantee, and does hereby grant to Grantee a continuing security interest in, the entire right, title and interest of Grantor, in the United States and throughout the world, in and to the following, whether currently owned or existing or hereafter invented, adopted or acquired (all of the following items or types of property being hereinafter collectively referred to as the "Patent Collateral"):

(a) Each of the Patents (including without limitation the United States patents and patent applications specifically identified in Exhibit A, and the foreign patents and patent applications specifically identified in Exhibit B);

(b) The right (but not the obligation) to bring and/or prosecute interferences and reexamination proceedings, in the name of Grantor or in the name of Grantee, relating to any of the Patents, and all rights (but not obligations) corresponding thereto;

(c) The right (but not the obligation) to sue, in the name of Grantor or in the name of Grantee, for past, present and future infringements of any of the Patents and all rights (but not obligations) corresponding thereto;

(d) All general intangibles (as defined in Division 9 of the Uniform Commercial Code as in effect in the State of New York) relating to the foregoing Patent Collateral; and

(e) All proceeds of any and all of the foregoing Patent Collateral (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Grantee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Patent Collateral. For purposes of this Patent Security Agreement, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is

voluntary or involuntary, and includes, without limitation, all rights to payment, including returned premiums, with respect to any insurance relating thereto.

It is expressly understood and agreed that the Patent Collateral granted hereunder shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to the Patents now or in the future owned or invented by third parties.

Grantor represents and warrants to Grantee that as of the date of this Patent Security Agreement, Grantor does not own any Patents that are registered, or applied for registration, with the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or political subdivision other than the Patents listed in Exhibit A or Exhibit B attached hereto.

Except as expressly permitted under the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

Grantor hereby agrees, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably required in order more fully and effectively carry out the purposes of this instrument and to vest in Grantee all rights hereby granted. Grantor hereby irrevocably constitutes and appoints Grantee its true and lawful attorney, in its name, place and stead, to make, execute, acknowledge, file, record and deliver any and all documents (including without limitation assignment documents) which would enable Grantor to protect or perfect its interest in the Patent Collateral, which power of attorney is expressly coupled with an interest.

The security interests granted hereunder have been made in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 duly executed by its duly authorized officer as of the 31st day of December, 1996.

KEY TRONIC CORPORATION,
a Washington corporation

By Ronald F. Klawitter

Name: Ronald F. Klawitter

Title: V.P. Finance, Secretary & Treasurer

EXHIBIT A

United States Patents

<u>Title of Invention</u>	<u>Patent/Application Nos.</u>
Alternate Action Mechanism	4,354,074
Capacitive Keyswitch	4,209,819
Capacitive Keyswitch Membrane With Self Contained Sense-To-Ground Capacitance	4,920,343
Charge Redistribution Capacitance Detector	4,728,931
Computer Keyboard System For Monitoring	
Computer Keyboard With Cantilever Supported Keys	s/n 08/494,794
Computer Keyboard With Cantilever Switch And Actuator Design	5,481,074
Computer Keyboard With Cantilever Switch Design And Improved PCB/Switch Membrane Interface	5,360,955
Computer Keyboard With Electrostatic Discharge Feature	5,335,137
Computer Keyboard With Flexible Dome Switch Layer	5,212,356
Computer Keyboard With Improved Cantilever Switch Design	5,329,079
Computer Keyboard With Improved Membrane Keyswitch Structure Having Deflection Concentration Feature	s/n 08/528,474
Computer Keyboard With Integral Domesheet And Support Pad	5,430,263

Computer Mouse	Des. 354,484
Connector Clamp For Attaching Flat Electrical Conductor Leads To Printed Wiring Boards	4,938,702
Cursor For Computer Display Terminal	Des. 283,818
Cursor Movement Control Key And Electronic Computer Keyboard for Computers Having A Video Display	5,278,557
Data Input Monitor And Indicator For Managing Work Place And Rest Periods	5,305,238
Document Reader	4,277,689
Document Reader Lamp Life Extension System	4,267,439
Dust Dispersion System For A Document Reader	4,245,151
Elastomeric Push Button Return Element For Providing Enhanced Tactile Feedback	4,604,509
Environmentally Sealed Variable Capacitance Apparatus	4,359,720
Expansion Joint For Keyboard Dome Sheets	4,950,874
Key Leveler Apparatus	5,376,765
Key Switch Cap Mounting Arrangement	4,421,432
Keyboard With Full-Travel, Self-Leveling Keyswitches	5,358,344
Keyboard With Full-Travel, Self-Leveling Keyswitches And Return Mechanism Keyswitch	5,422,447
Keyswitch For Computer Keyboard	4,939,324

Low Cost Keyboard With Keytops Defining Surface Of Curved Profile	4,876,415
Matrix Screening And Grounding Arrangement And Method	4,405,917
Membrane Computer Keyboard And Improved Key Structure	5,298,706
Momentary "On" Switch Suitable For Keyboards	5,115,106
Mouse Enclosure	s/n 08/509,153
Multi-Function Touchpad Keyboard	
Optical Character Scanner	4,260,880
Portable Computer With "Pop Up" Full Travel Keyboard	s/n 08/583,983
Portable Computer with "Pop-Up" Full Travel Keyboard	Abandon
Portable Computer With Deployable Ergonomic Keyboard	
Printed Circuit Board Assembly	4,774,634
Quieting Device For Keytop Leveling Mechanisms	5,117,076
Scan-Controlled Keyboard	4,277,780
Single Station Cursor Device Suitable For Keyboards	5,455,556
Small Footprint Keyboard Design	Abandon
Transfer Sheet For Use In Printing Operations And Having Compensation For Dimensional Instability	5,176,945
Two-Layer Membrane Switch	5,438,177

EXHIBIT B

Foreign Patents

AUSTRALIA:

Title of Invention

Patent/Application Nos.

Improved Keyboard with Full-Travel

s/n 50078/93

CANADA:

Title of Invention

Patent/Application Nos.

Environmentally Sealed Variable
Capacitance Apparatus

1,223,939

Improved Keyboard with Full-Travel

s/n 2,143,649

Matrix Screening and Grounding
Arrangement and Method

1,187,962

Scan-Controlled Keyboard

1,155,963

CHINA:

Title of Invention

Patent/Application Nos.

Portable Computer with "Pop-Up"
Full Travel Keyboard

CZECH REPUBLIC:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Cantilever
Switch

s/n PV 362-95

EUROPEAN PATENT CONVENTION COUNTRIES:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Electrostatic
Discharge Feature

s/n 93913808.7

EUROPE:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Cantilever
Switch & Improved PCB/Switch Membrane
Interface

s/n 92922333.7

Environmentally Sealed Variable
Capacitance Apparatus

0064240

Improved Keyboard with Full-Travel

s/n 93920004.4

Improved Keyboard with Full-Travel,
Self-Leveling Keyswitches and Return
Mechanism

Matrix Screening and Grounding
Arrangement and Method

0063800

Mouse Enclosure

s/n 96305596.7

Two-Layer Contact Membrane Design

s/n 07/879666

Two-Layer Membrane Switch

s/n 93911069.8

FRANCE:

Title of Invention

Patent/Application Nos.

Computer Mouse

271,233

Portable Computer with "Pop-Up"
Full Travel Keyboard

GERMANY:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Electrostatic
Discharge Feature

0653151

Portable Computer with "Pop-Up"
Full Travel Keyboard

INDIA:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Cantilever
Switch

s/n 241/Del/95

Improved Keyboard with Full-Travel

JAPAN:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Cantilever
Switch

s/n 506207/94

Computer Keyboard with Electrostatic
Discharge Feature

s/n 505265/94

Expansion Joint for Keyboard Dome
Sheets

Improved Keyboard with Full-Travel,
Self-Leveling Keyswitches and Return
Mechanism

s/n 527132/95

Matrix Screening and Grounding
Arrangement and Method

1,449,980

Momentary "On" Switch Suitable for
Keyboards

Portable Computer with "Pop-Up"
Full Travel Keyboard

PATENT COOPERATION TREATY COUNTRIES:

Title of Invention

Patent/Application Nos.

Improved Keyboard with Full-Travel,
Self-Leveling Keyswitches and Return
Mechanism Keyswitch

s/n 95/04666

SLOVAK REPUBLIC:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Cantilever
Switch

s/n PV 0218/95

S. KOREA:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Cantilever
Switch

s/n 7000604/95

Computer Keyboard with Electrostatic
Discharge Feature

s/n 700165/95

Improved Keyboard with Full-Travel

s/n 700,821

SWEDEN:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Electrostatic
Discharge Feature

s/n 93913808.7

SWITZERLAND:

Title of Invention

Patent/Application Nos.

Computer Keyboard with Electrostatic
Discharge Feature

s/n 93913808.7

TAIWAN:

Title of Invention

Patent/Application Nos.

Portable Computer with "Pop-Up" Full
Travel Keyboard

s/n 85105797

THAILAND:

Title of Invention

Patent/Application Nos.

Portable Computer with "Pop-Up"
Full Travel Keyboard