

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies)

AAI/ACL Technologies, Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

3. Nature of conveyance:

☐ Assignment☒ Security Agreement☐ Merger☐ Change of Name☐ OtherExecution Date: **June 28, 2001**

2. Name and address of receiving party(ies)

Name: **Fleet Capital Corporation**

Internal Address:

Street Address: **60 East 42nd St.**City: **New York** 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)

B. Patent No.(s) **See attached sheet**Additional numbers attached? ☒ Yes ☐ No

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

Name: **John W. Kung, Esq.**Internal Address: **Kramer Levin Naftalis & Frankel LLP**Street Address: **919 Third Avenue**City: **New York** State: **New York** Zip: **10022**

6. Total number of applications and patents involved

4

7. Total fee (37 CFR 3.41)

\$160.00☒ Enclosed☐ Authorized to be charged to deposit account # **50-0540**8. Deposit account number: **50-0540**

(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.

John W. Kung

Name of Person Signing

Reg. No. 44,199

Signature

July 10, 2001

Date

Total number of pages including cover sheet, attachments, and document: **7**

Do not detach this portion

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Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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07/17/2001 6TOM11 00000070 5333112

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KL3 2119902 1

Date

Atty's Signature

Atty's Reg. #

PATENT

REEL: 011967 FRAME: 0607

Patents for Collateral for Security Agreement between AAI/ACL and Fleet Capital Corporation

Title	Issue No.	Issue Date
Automatic Flow Grid System and Method	5,333,112	7/26/1994
Servo valve Analyzer System	5,301,128	4/5/1994
Servo valve Analyzer System	5,235,525	8/10/1993
Servo valve Analyzer System	4,916,641	4/10/1990

**GRANT OF INTELLECTUAL PROPERTY SECURITY INTEREST
(Patents and Copyrights)**

WHEREAS, AAI/ACL TECHNOLOGIES, INC. a Maryland corporation (“Grantor” or “ACL”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Intellectual Property Collateral (as defined below); and

WHEREAS, UNITED INDUSTRIAL CORPORATION, a Delaware corporation, and the following of its subsidiaries: **AAI CORPORATION**, a Maryland corporation, **DETROIT STOKER COMPANY**, a Michigan corporation, **AAI ENGINEERING SUPPORT INC.**, a Maryland corporation, **ACL**, and **MIDWEST METALLURGICAL LABORATORY, INC.**, a Michigan corporation, have entered into a Loan and Security Agreement dated as of June 28, 2001 (said Loan and Security Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “Loan Agreement”) with **FLEET CAPITAL CORPORATION** (the “Lender”), pursuant to which Lender has made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to extend certain loans to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has agreed to create in favor of Lender a secured and protected interest in, and Lender has agreed to become a secured creditor with respect to, the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan Agreement, Grantor hereby grants to Lender a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Intellectual Property Collateral”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents, copyrights, moral rights, rights of authors, trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, domain names and/or other source and/or business identifiers, and applications pertaining thereto, owned by such Grantor or subject to an agreement or other obligation of assignment to Grantor, or hereafter adopted or used in its business including, without limitation, the patents and copyrights specifically identified in Schedule A hereto and, if applicable, in Schedule A to any Intellectual Property Supplement (in the form attached hereto as Exhibit A) subsequently executed by the Grantor, all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries including, without limitation, the registrations and applications, specifically identified in Schedule A hereto, or, if applicable, in any Schedule A to the Intellectual Property Supplement subsequently executed by the Grantor, all common law and other rights (but in no event any of the obligations) in and to the Intellectual Property Collateral in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business; and

(ii) all proceeds, products, rents, license fees and profits of or from any and all of the foregoing Intellectual Property Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Intellectual Property Collateral. For purposes of this Grant of Intellectual Property Security Interest, the term "proceeds" includes whatever is receivable or received when Intellectual Property Collateral or proceeds are sold, exchanged, rented, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

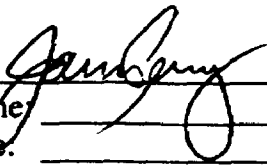
Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party or constitute an abandonment of such Intellectual Property Collateral; provided, that immediately upon the ineffectiveness, lapse, expiration or termination of any such provision, the Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, as such Intellectual Property Collateral may be supplemented by the Intellectual Property Supplement attached hereto as Exhibit A.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Intellectual Property Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28 day of June, 2001.

AAI/ACL TECHNOLOGIES, INC.

By: 
Name: _____
Title: _____

**SCHEDULE A
INTELLECTUAL PROPERTY COLLATERAL
(PATENTS AND COPYRIGHTS)**

1. AAI/ACL Technologies, Inc.: Patents:				
Title	Owner	Status in Patent Office	Federal Reg. No.	Reg. Date
Automatic Flow Grid System and Method	AAI/ACL	Active	5,333,112	7/26/1994
Servovalve Analyzer System	AAI/ACL	Active	5,301,128	4/5/1994
Servovalve Analyzer System	AAI/ACL	Active	5,235,525	8/10/1993
Servovalve Analyzer System	AAI/ACL	Active	4,916,641	4/10/1990

2. AAI/ACL Technologies, Inc.: Copyrights				
Copyright	Owner	Status in Copyright Office	Federal Reg. No.	Reg. Date
ROI Analysis Program	AAI/ACL	Active	Txu 453-171	

**EXHIBIT A TO
GRANT OF INTELLECTUAL PROPERTY
SECURITY INTEREST**

INTELLECTUAL PROPERTY SUPPLEMENT

This INTELLECTUAL PROPERTY SUPPLEMENT, dated _____, is delivered pursuant to and supplements the Grant of Intellectual Property Security Interest dated as of June __, 2001 (as it may be from time to time amended, modified or supplemented, the "Grant"), executed by AAI/ACL TECHNOLOGIES, INC. (the "Grantor") in favor of FLEET CAPITAL CORPORATION (the "Lender"). Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

In addition to the security interest previously granted to the Lender pursuant to the Grant, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the Intellectual Property Collateral listed on Schedule A attached hereto. All such Intellectual Property Collateral shall be deemed to be part of the Intellectual Property Collateral and shall be hereafter subject to each of the terms and conditions of the Grant.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of this __ day of _____, 20__.

AAI/ACL TECHNOLOGIES, INC.

By: _____
Name:
Title: