

08-14-2001



SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101810035

8-207  
Lab settings

To the Honorable Commissioner

One attached original documents or copy thereof.

1. Name of conveying party(ies):  
Becker-Underwood, Inc.

8-207

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

2. Name and address of receiving party(ies)

Name Antres Capital Corporation, as Agent

Internal Address: \_\_\_\_\_

Street Address: 311 South Wacker Drive

City: Chicago State: IL ZIP: 60606

Additional name(s) & address(es) attached? No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Amendment to Patent Security Agreement

Execution Date: July 27, 2001

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 \_\_\_\_\_

A. Patent Application No.(s)  
08/650,871; 09/231,691; 09/592,478  
09/663,245

B. Patent No.(s)  
5,866,201; 6,162,496

Additional numbers attached? No

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

6. Total number of applications and patents involved:

6

7. Total fee (37 CFR 3.41) \$ 240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page to paying deposit account)

**RETURN TO:**  
**FEDERAL RESEARCH CORP.**  
**400 SEVENTH STREET NW**  
**SUITE 101**  
**WASHINGTON DC 20004**

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 the original document.*

Todd Ramstrom

Name of Person

Todd Ramstrom  
Signature

July 30, 2001

Date

Total number of pages including cover sheet, attachments and documents \_\_\_\_\_

## FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

This FIRST AMENDMENT TO PATENT SECURITY AGREEMENT (this "**Amendment**"), dated as of July 27, 2001, is by and between BECKER-UNDERWOOD, INC., a Delaware corporation ("**Grantor**"), and ANTARES CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement described below (in such capacity, "**Agent**").

### RECITALS:

WHEREAS, Grantor and Agent are parties to that certain Patent Security Agreement dated as of August 28, 2000 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), pursuant to which Grantor granted security interests in its Patents, Patent registrations, Patent licenses and Patent applications and all proceeds thereof, to Agent in order to secure the Liabilities (as defined in the Agreement);

WHEREAS, Grantor and Agent have agreed to amend, supplement and modify the Agreement in the manner set forth below.

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

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and are made a part hereof.

2. Definitions. All capitalized terms used herein but not elsewhere defined shall have the respective meanings ascribed to such terms in the Agreement.

3. Amendment to Agreement. Schedule I to the Agreement is hereby amended and supplemented by adding the information contained in **Addendum A** attached hereto to Schedule I of the Agreement.

4. Representations and Warranties. To induce Agent to enter into this Amendment, Grantor represents and warrants to Agent that:

4.1 that the execution, delivery and performance of this Amendment has been duly authorized by all requisite organizational action on the part of Grantor and that this Amendment has been duly executed and delivered by Grantor; and

4.2 that each of the representations and warranties set forth in the Agreement (other than those which, by their terms, specifically are made as of certain date prior to the date hereof) are true and correct in all material respects as of the date hereof.

5. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor and Agent have caused this Amendment to be duly executed and delivered in Chicago, Illinois as of the date first above written.

**BECKER-UNDERWOOD, INC.,** a  
Delaware corporation

By: 

Name: Roger Underwood

Title: President

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By: 

Name: David K. Swanson

Title: Director

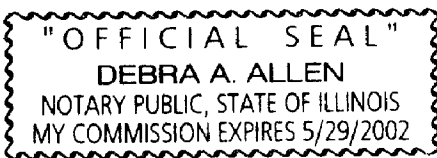
First Amendment to Patent Security Agreement

**PATENT**  
**REEL: 012043 FRAME: 0703**

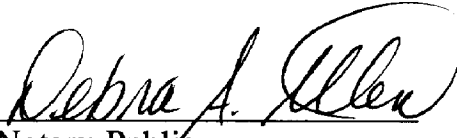
# ACKNOWLEDGEMENT

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF COOK       )

On the 26<sup>th</sup> day of July, 2001, before me personally appeared Roger Underwood, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is President of Becker-Underwood, Inc., a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



{Seal}

  
Notary Public

My commission expires:

5/29/2002

First Amendment to Patent Security Agreement

**PATENT**  
**REEL: 012043 FRAME: 0704**

**Addendum A**  
**(Patent Security Agreement)**

<b><u>Application Serial No.</u></b>	<b><u>Filing date</u></b>	<b><u>U.S. Pat. No.</u></b>
08/650,871	May 20, 1996	5,866,201
09/231,691	January 14, 1999	6,162,496
09/592,478	June 9, 2000	
09/663,245	September 15, 2000	