

09-27-2001



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TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:
Please record the attached original documents or copy thereof.

Attorney Docket No.: G2370/261043

1. Name of conveying party(ies):

Ballantyne of Omaha, Inc.

Additional names of conveying party(ies) attached?

☐ YES ☒ NO

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

Name: **General Electric Capital Corporation**
Street Address: **200 West Madison Street, Suite 2300**
City, State, Zip: **Chicago, Illinois 60606**

Additional name(s) and address(es) attached?

☐ YES ☒ NO

3. Nature of conveyance:

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	

Execution Date(s): **August 30, 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 is:

A. Patent Application No.(s):

B. Patent No.(s):

5,616,984
Des. 327,955

Additional numbers attached? ☐ YES ☒ NO

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

John S. Pratt, Esq.
KILPATRICK STOCKTON LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309-4530
(404) 815-6500

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.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 11-0855

8. Deposit account number: **11-0855** (Attach duplicate copy of this form if paying by deposit account)

9. 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

Odessa G. Roberts

September 20, 2001
Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: **8**

CERTIFICATE OF MAILING (37 CFR 1.8a)

I hereby certify that this correspondence, along with any paper referred to as being attached or enclosed, is being deposited with the United States Postal Service on this 20th day of September 2001 with sufficient postage as first-class mail in an envelope addressed to the Box Assignment, Assistant Commissioner for Patents, Washington, D.C. 20231.

Odessa G. Roberts

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 30, 2001, by **BALLANTYNE OF OMAHA, INC.** a Delaware corporation ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation having offices at 200 West Madison Street, Suite 2300, Chicago, Illinois 60606 ("**Lender**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Credit Parties party thereto and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), Lender has agreed to make certain Loans to Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender 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 Schedule A to the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.**
To secure the payment and performance of all Obligations, Grantor hereby grants to Lender, 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 of its Patents and Patent Licenses to which it 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. **LOAN AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and 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.

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.

BALLANTYNE OF OMAHA, INC.

By: John P. Wilmers
Name: John P. Wilmers
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: Marian H. Kammerer
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Nebr

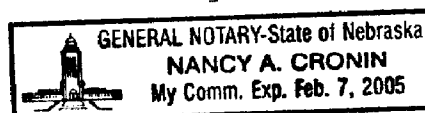
COUNTY OF Douglas

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 29th day of August, 2001, personally appeared John P. Wilmers, and who, being by me duly sworn, deposes and says that he is the President of Ballantyne of Omaha, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation. He is personally known to me or has produced adequate identification.

Nancy A. Cronin
Notary Public

My commission expires: 2-7-2005

[NOTARIAL SEAL]



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.

BALLANTYNE OF OMAHA, INC.

By: _____
Name: John P. Wilmers
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Marian H. Kammerer
Name: Marian H. Kammerer
Title: ~~President~~ *Duly Authorized Signatory*

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this ____ day of August, 2001, personally appeared John P. Wilmers, and who, being by me duly sworn, deposes and says that he is the President of Ballantyne of Omaha, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation. He is personally known to me or has produced adequate identification.

Notary Public

My commission expires:

[NOTARIAL SEAL]

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Description	Owner	Type	Registration No.	Country
1. High Voltage Ferrul and Socket Set	Ballantyne of Omaha, Inc.	Patent	5,616,984	USA
2. Spotlight	Ballantyne of Omaha, Inc.	Patent	3,27,955	USA