

02-13-2002

Form PTO-1595

(Rev. 03/01)

RE:

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

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼

101980368

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

1. Name of conveying party(ies):

Simula, Inc.

1-17-02

2. Name and address of receiving party(ies)

Name: Allied 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: 401 N. Michigan Ave.Suite 2050City: Chicago State: IL Zip: 60611Additional name(s) & address(es) attached? ☐ Yes ☒ NoExecution Date: September 26, 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)

60/307392 09/96207109/919897 09/970778

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Goldberg Kohn, et al.Internal Address: Elizabeth KostiuikStreet Address: 55 E. Monroe StreetSuite 3700City: Chicago State: IL Zip: 606036. Total number of applications and patents involved: 47. Total fee (37 CFR 3.41).....\$ 160.00

Enclosed



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.

Elizabeth Kostiuik

Name of Person Signing

Signature

1-16-02

Date

Total number of pages including cover sheet, attachments, and documents: 1Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 2023102/12/2002 AMWED1 00000148 60307392
01 FC:581 160.00 00PATENT
REEL: 012556 FRAME: 0336

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, the "Agreement") made as of this 26th day of September, 2001 by SIMULA, INC., an Arizona corporation ("Company") in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation ("Holder"):

W I T N E S S E T H

WHEREAS, Company, the subsidiaries of Company and Holder are parties to a certain Loan Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Company and its subsidiaries by Holder; and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith among Company, certain subsidiaries of Company and Holder (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Company has granted to Holder a security interest in substantially all of the assets of Company including all right, title and interest of Company in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Company and its subsidiaries under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Company agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. In the event of an express conflict among the terms and provisions set forth in this Agreement and any terms and provisions set forth in the Loan Agreement or Security Agreement, the conflicting terms and provisions of this Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Obligations, Company hereby grants to Holder and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Company's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Company against third parties for past, present or future infringement of any Patent.

3. Warranties and Representations. Company warrants and represents to Holder that:

(i) except as otherwise indicated on Schedule 1, Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent listed on Schedule 1, free and clear of any security interests, liens, charges and encumbrances (other than security interests in favor of CIT and subject to the provisions of the Intercreditor Agreement) including without limitation licenses, shop rights and covenants by Company not to sue third persons;

(ii) Company has no notice of any suits or actions commenced or threatened with reference to any Patent;

(iii) Company has the unqualified right to execute and deliver this Agreement and perform its terms; and

(iv) Schedule 1 sets forth a list of all federally registered Patents owned by Company.

4. Restrictions on Future Agreements. Company agrees that until Company's Secured Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Company shall not, without the prior written consent of Holder, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent, and Company further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Holder under this Agreement.

5. New Patents. If, before Company's Secured Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Company shall (i) become aware of any existing federally registered Patents of which Company has not previously informed Holder or (ii) become entitled to the benefit of any federally registered Patents, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Company shall give to Holder prompt written notice thereof. Company hereby authorizes Holder to modify this Agreement by amending Schedule 1 to include any such Patents.

6. Duties of Company. Company shall (i) prosecute diligently any patent applications pending as of the date hereof or hereafter, as reasonably deemed appropriate by Company, (ii) make application on unpatented but patentable inventions, as reasonably deemed appropriate by Company, (iii) preserve and maintain all rights in the Patents, as


reasonably deemed appropriate by Company and (iv) ensure that the Patents are and remain enforceable.

7. Holder's Right to Sue. After an Event of Default, Holder shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Holder shall commence any such suit, Company shall, at the request of Holder, do any and all lawful acts and execute any and all proper documents required by Holder in aid of such enforcement and Company shall promptly, upon demand, reimburse and indemnify Holder for all costs and expenses incurred by Holder in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. Holder hereby acknowledges and affirms that the rights and remedies with respect to the Patents, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Company hereby authorizes Holder upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Holder as Holder may select, in its sole discretion, as Company's true and lawful attorney-in-fact, with power to (i) endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Holder in the use of the Patents or (ii) take any other actions with respect to the Patents as Holder deems to be in the best interest of Holder, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Company's Secured Obligations shall have been paid in full and the Loan Agreement has been terminated. Company hereby further acknowledges and agrees that the use by Holder of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Holder to Company.

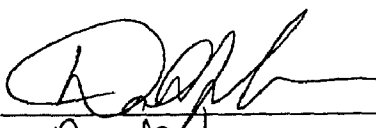
IN WITNESS WHEREOF, Company has duly executed this Agreement as of
the date first written above.

SIMULA, INC.

By 
Its President and CEO

Agreed and Accepted
As of the Date First Written Above

ALLIED CAPITAL CORPORATION

By 
Its Principal

SCHEDULE 1**PATENTS**

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Date</u>
Low Aggressivity Variable Volume Variable-Inflation Air Bag System	5,871,231	02/16/99
Inflatable Tubular Torso Restraint System	5,839,753	11/24/98
Inflatable Tubular Seat Restraint System	6,126,194	10/03/00
Distributed Charge Inflator System	6,062,143	05/16/00
Extrudable Thermoplastic Elastomeric Urea-Extended Polyurethane	5,811,506	09/22/98
Side Impact Head Strike Protection System	5,322,322	06/21/94
Side Impact Head Strike Protection System	5,480,181	01/02/96
Inflatable Tubular Cushions For Crash Protection of Seated Automobile Occupants	5,464,246	11/07/95
Low Profile Flotation Collar	5,692,933	12/02/97
Vehicle Occupant Restraint Harness	6,179,329	01/30/01
Low Profile Survival Vest Ensemble	6,108,816	08/29/00
Lightweight Sealed Parachute And Harness Assembly	5,253,826	10/19/93

4687.007

Energy Absorbing Deformable Bracket	5,813,649	09/29/98
Adjustable Seat Cushion With Tension Limiting Means	4,712,834	12/15/87
Shock Strut	5,085,412	02/04/92
Variable Load Energy Absorber And Method For Making Energy Absorbers Having Variable-Load Capability	4,509,621	04/09/85
Ceramic tile armor with enhanced joint and edge protection	6,009,789	01/04/00
Three-Axis Aircraft Crash Sensing System	5,928,300	07/27/99
Parachute Landing Velocity Attenuator (LVA)	6,224,019	05/01/01
Cylindrical Armor	5,143,123	09/01/92
Inflatable Body And Head Restraint System	5,282,648	02/01/94
Crewseat With Adjustable Lumbar and Thigh Supports	5,419,614	05/30/95
Method and Apparatus For Measuring Distances Using Fiber Optics	5,701,006	12/23/97
Method And Apparatus For A Rotation Angle Sensor	6,204,499	03/20/01
Impact Resistant Polyurethane And Method Of Manufacture Thereof (Sim 2003: Clearguard)	5,962,617	10/05/99

Impact Resistant Polyurethane And Method of Manufacture Thereof (Sim 2003: Clearguard)	6,127,505	10/03/00
Vacuum Packaged Escape Slide	5,586,615	12/24/96
Fiber Optic Strain Gauge Patch	5,649,035	07/15/97
Biofidelic Manikin Neck	5,152,692	10/06/92
Biofidelic Manikin Neck	5,259,765	11/09/93
Inflatable Curtain With Two Inflatable Members	6,203,058*	03/20/01
Pivoting Seat Belt Upper Anchor Point Attachment	6,276,721	08/21/01
Lightweight Armor With A Durable Spall Cover	6,253,655	07/03/01
Extrudable Thermoplastic Elastomeric Urea-Extended Polyurethane (ITS Bladder)	6,258,917	07/10/01
Adjustable Emergency Ejection Seat	6,299,103	10/09/01
Ceramic Tile Armor With Enhanced Joint And Edge Protection	6,332,390	12/25/01

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Inflatable Tubular Torso Restraint System with Pivoting Upper Anchor Point Attachment	09/577,659	05/25/00

Dynamically Deployed Device Shield (DDDS)	09/644,853	08/24/00
Dynamically Deployed Device Anchor and Assembly	09/630,606	08/02/00
Door Mounted Inflatable Tubular Structure	09/650,201*	08/29/00
Inflatable Curtain With Positioning Device	09/800,564*	03/07/01
Technique for Piping Gas Generator Fluid Through A Seat Belt Buckle	09/907,257*	07/17/01
Inflatable Tubular Restraint System Using an Inflator Integrated Inertia Reel	09/962,071	09/26/01
System and Method for Vehicle Occupant Protection	60/291,626	05/18/01
Inflatable Tubular Bolster	08/861,122	05/21/97
Flexible Linkage System For Environmentally Sealed Parachutes And Other Safety Devices	09/667,678	09/22/00
Energy Absorbing Shear Strip Bender	09/421,413	10/21/99
Impact Resistant Polyurethane And Method Of Manufacture Thereof	09/639,807	08/17/00
Improved Fabric Armor	09/521,613	03/09/00
Integrated Harness Parachute Protection System	60/297,752	06/14/01
Low-Maintenance, Low- Profile, Dual-Action, Ruggedized Flotation Collar	60/307,392	7/25/01

Inflatable Structure System and
Method for Using Same

09/919,897

08/02/01

Safety Belt Tension Transfer
System

09/970,778

10/05/01

* Jointly-owned interest of Simula, Inc.