

04-17-2002

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TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: PLEASE RECORD THE ATTACHED DOCUMENTS OR COPY THEREOF.

1. NAME OF CONVEYING PARTY(IES):

Energy Savings, Inc.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? __ YES X NO

3. NATURE OF CONVEYANCE:

☐ ASSIGNMENT☒ SECURITY AGREEMENT☐ MERGER☐ CHANGE OF NAME☐ OTHER _____EXECUTION DATE: March 25, 2002

2. NAME AND ADDRESS OF RECEIVING PARTY(IES):

American National Bank and
Trust Company
24 East Chicago Street
Elgin, Illinois 60120ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED? __ YES X 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. PATENTS APPLICATION NUMBER(S)

ADDITIONAL NUMBERS ATTACHED? __ YES X NO

B. PATENT NUMBER(S)

5,396,155	5,500,576	5,936,357	6,111,365
5,440,475	5,539,281	5,973,455	6,137,239
5,461,287	5,747,941	5,982,113	6,177,769
5,493,180	5,789,866	6,023,132	6,333,605
5,493,181	5,925,990	6,091,199	

5. NAME AND ADDRESS OF PARTY TO WHOM
CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE
MAILED:Anamaria E. Cashman, Esq.
Seyfarth, Shaw
55 East Monroe Street
Chicago, Illinois 60603
USA

04/18/2002 DBYRNE 00000146 5396155

01 FC:581
02 FC:584760.00 OP
120.00 OP

6. TOTAL NUMBER OF PATENTS OR APPLICATIONS

INVOLVED: 197. TOTAL FEE (37 CFR § 3.41): \$760.00☒ ENCLOSED☐ AUTHORIZED TO BE CHARGED TO DEPOSIT ACCOUNT NO. 19-1351

8.

(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.

Anamaria E. Cashman

NAME OF PERSON SIGNING

20107958.1

SIGNATURE

DATE

Total number of pages including cover sheet, attachments and documents: 6

PATENT

REEL: 012590 FRAME: 0851

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 28, 2002, is by Energy Savings, Inc., a Delaware corporation (the "Grantor"), in favor of American National Bank & Trust Company of Chicago, successor in interest to Bank One, N.A. (together with its successors and assigns referred to collectively as the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Line of Credit Agreement dated August 31, 2000 as amended by that certain: (i) First Amendment to Line of Credit Agreement Dated August 31, 2000 on September 21, 2000; (ii) Second Amendment to Line of Credit Agreement Dated August 31, 2000 on October 19, 2000; (iii) Third Amendment to Line of Credit Agreement Dated August 31, 2000 on October 31, 2000; (iv) Fourth Amendment to Line of Credit Agreement Dated August 31, 2000 on November 27, 2000; (v) Fifth Amendment to Line of Credit Agreement Dated August 31, 2000 on February 12, 2001; (vi) Sixth Amendment to Line of Credit Agreement Dated August 31, 2000 on March 30, 2001; (vii) Seventh Amendment to Line of Credit Agreement Dated August 31, 2000 on May 31, 2001 (viii) Eighth Amendment to Line of Credit Agreement Dated August 31, 2000 on July 31, 2001; (ix) Ninth Amendment to Line of Credit Agreement Dated August 31, 2000 on August 31, 2001; (x) Tenth Amendment to Line of Credit Agreement Dated August 31, 2000 on September 14, 2001; (xi) Eleventh Amendment to Line of Credit Agreement Dated August 31, 2000 on October 31, 2001; (xii) Twelfth Amendment to Line of Credit Agreement Dated August 31, 2000 on January 31, 2002; and (xiii) Thirteenth Amendment to Line of Credit Agreement Dated August 31, 2000 on February 28, 2002 (the "Thirteenth Amendment"), the Secured Party agreed to make loans to the Grantor from time to time; and

WHEREAS, Secured Party and Grantor previously entered into that certain Security Agreement dated November 1, 2000, as amended by that certain Amendment to Security Agreement dated November 1, 2000 on November 1, 2000 (the "Security Agreement"); and

WHEREAS, as a condition to the effectiveness of the Thirteenth Amendment, the Secured Party requires that the Grantor execute and deliver to the Secured Party 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 the Security Agreement.

"Patent License" shall mean rights under any written agreement now owned or hereafter acquired by the Grantor granting any right with respect to any invention on which a Patent is in existence.

"Patents" shall mean all of the following in which the Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all

registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in 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, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to the Secured Party a continuing first priority security interest in all of the 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 including but not limited to 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 the Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

ENERGY SAVINGS, INC.

By: Levy Katzir
Name: Levy Katzir
Title: Chairman / CEO

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN NATIONAL BANK &
TRUST COMPANY OF CHICAGO

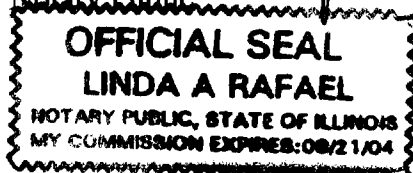
By: Peter Flory
Name: PETER FLORY
Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 25th day of March, 2002 before me personally appeared Levy Katzir, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Energy Savings, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Linda A. Rafael
{seal} Notary Public



SCHEDULE I
TO
PATENT SECURITY AGREEMENT

<u>SCHEDULE OF U.S. PATENTS AND PATENT APPLICATIONS FOR ENERGY SAVINGS, INC.</u>					
PATENT NUMBER	ISSUE DATE	APPLICATION SERIAL NUMBER	APPLICATION FILING DATE	STATUS	DESCRIPTION OF PATENT OR PATENT APPLIED FOR
6,333,605	December 25, 2001				LIGHT MODULATING ELECTRONIC BALLAST
6,177,769	January 23, 2001				ELECTRIC BALLAST WITH SELECTIVE POWER DISSIPATION
6,137,239	October 24, 2000				ELECTRONIC BALLAST WITH SELECTIVE LOAD CONTROL
6,111,365	August 29, 2000				FAST STARTING, SURGE LIMITED, ELECTRONIC BALLAST
6,091,199	July 18, 2000				HEAT SPREADER FOR ELECTRONIC BALLAST
6,023,132	February 8, 2000				ELECTRONIC BALLAST DERIVING AUXILIARY POWER FROM LAMP OUTPUT
5,982,113	November 9, 1999				ELECTRONIC BALLAST PRODUCING VOLTAGE HAVING TRAPEZOIDAL ENVELOPE FOR INSTANT START LAMPS
5,973,455	October 26, 1999				ELECTRONIC BALLAST WITH FILAMENT CUT-OUT
5,936,357	August 10, 1999				ELECTRONIC BALLAST THAT MANAGES SWITCHING FREQUENCIES FOR EXTRINSIC PURPOSES
5,925,990	July 20, 1999				MICROPROCESSOR CONTROLLED ELECTRONIC BALLAST

10356441

SCHEDULE OF U.S. PATENTS AND PATENT APPLICATIONS FOR ENERGY SAVINGS, INC.

PATENT NUMBER	ISSUE DATE	APPLICATION SERIAL NUMBER	APPLICATION FILING DATE	STATUS	DESCRIPTION OF PATENT OR PATENT APPLIED FOR
5,789,866	August 4, 1998				ELECTRONIC BALLAST WITH REVERSELY WOUND FILAMENT WINDING
5,747,941	May 5, 1998				ELECTRONIC BALLAST THAT MONITORS DIRECT CURRENT THROUGH LAMP FILAMENTS
5,539,281	July 23, 1996				EXTERNALLY DIMMABLE ELECTRONIC BALLAST
5,500,576	March 19, 1996				LOW HEIGHT BALLAST FOR FLUORESCENT LAMPS
5,493,181	February 20, 1996				CAPACITIVE LAMP OUT DETECTOR
5,493,180	February 20, 1996				LAMP PROTECTIVE, ELECTRONIC BALLAST
5,461,287	October 24, 1995				BOOSTER DRIVEN INVERTER BALLAST EMPLOYING THE OUTPUT FROM THE INVERTER TO TRIGGER THE BOOSTER
5,440,475	August 8, 1995				ELECTRONIC BALLAST WITH LOW HARMONIC DISTORTION
5,396,155	March 7, 1995				SELF-DIMMING ELECTRONIC BALLAST

For patents, show the patent number, issue date and a brief description of the subject matter of the patent. For patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents should be described briefly.