OFFICE OF	PUBLIC	RECORDS
-----------	--------	---------

2002 MAR -6 PN THE UNITE

FIMADICA SECTION

FIMADICA SECTION

Attorney Docket No.:

03-27-2002

102033142

PATENT

**EMARK OFFICE** 

PRESSCO TECHNOLOGY, INC.

PSS 00024

### ASSIGNMENT TRANSMITTAL LETTER

Commissioner of Patents & Trademarks

**BOX ASSIGNMENTS** 

Washington, D.C. 20231

Dear Sir:

3.6.02

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

> PRESSCO TECHNOLOGY, INC. 29200 Aurora Road Solon, Ohio 44139

2. Name and address of receiving party:

> KEYBANK NATIONAL ASSOCIATION 127 Public Square Cleveland, Ohio 44114

- Assignment
- ☐ Change of Name

- $\boxtimes$
- Security Agreement
- ☐ Merger

- - Other

Execution date:

December 13, 2001 and December 17, 2001

4. This Assignment is being filed together with a new application, the execution

date of which is:\_

Patent Serial No.(s) Α. 5,095,204

5.592.286

00000216 5095204 03/26/2002 TDIAZA

240.00 OP 01 FC:581

B.

Patent Application No.(s)

09/958,872

09/980,851

10/018,267

60/292.421

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

Richard J. Minnich, Esq. FAY, SHARPE, FAGAN, MINNICH & McKEE, LLP 1100 Superior Avenue, 7th Floor Cleveland, Ohio 44114-2518

- 6. Total number of applications and patents involved: <u>6</u>.
- 7. Total fee (37 CFR 3.41) \$240.00 (enclosed).
- 8. Deposit Account Number (attached duplicate copy of this form if paying by Deposit Account): <u>06-0308</u>.
- 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.

Respectfully submitted, FAY, SHARPE, FAGAN,

MINNICH & MCKEE, LLF

March 6, 2002

Richard J. Minnich

Reg. No. 24,175

1100 Superior Avenue

Seventh Floor

Cleveland, OH 44114-2518

216/861-5582

Express Mail Label No.: EL 805292925 US Date of Deposit: March 6, 2002

I hereby certify that this **ASSIGNMENT TRANSMITTAL LETTER** and accompanying papers are being deposited with the United States Postal Service "Express Mail Post Office To Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Commissioner For Patents, BOX

ASSIGNMENT, Washington, D.C. 2023.

arroline A. Schweter

N:\PSS\00024\CAS0892A.WPD

Total Number of pages including cover sheet, attachments, and documents: 4

# FIRST AMENDMENT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS AND LICENSE BACK AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS AND LICENSE BACK AGREEMENT is made as of December 1, 2001 (the "Amendment") between PRESSCO TECHNOLOGY INC., an Ohio corporation having its principal place of business at 29200 Aurora Road, Cleveland, Ohio 44139 (the "Company") and KEYBANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America (the "Lender").

### **RECITALS**

- A. Lender and the Company are parties to that certain Amended and Restated Collateral Assignment of Patents and License Back Agreement dated as of September 30, 1998 (the "Patent Assignment") by and between the Company and Lender.
- B. Pursuant to Section 6 of the Patent Assignment, the Company has authorized Lender to modify the Patent Assignment by amending the list of patent rights and patent applications owned by the Company and attached as <u>Exhibit A</u> to the Patent Assignment to identify any new patent rights and patent applications subsequently issued to or for the benefit of the Company.
- C. Since the date of the Patent Assignment, the Company has obtained certain additional rights to patents, patent applications and/or reissues, divisions, continuations, renewals, extensions or continuations-in-part of patents and patent applications.
- D. Lender and the Company now desire to amend the Patent Assignment to specifically identify the Company's newly acquired patents and patent rights as part of the Collateral securing the Obligations owing to Lender. Unless otherwise defined herein, all capitalized terms used in this Amendment will have the meanings given to them in the Patent Assignment.

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company hereby covenants, represents, and agrees with Lender as follows:

### **AGREEMENT**

1. Additional Collateral Description. The Company acknowledges and agrees that the Collateral includes, without limitation, the patent rights and patent applications set forth in Exhibit A attached hereto and incorporated herein by this reference, which exhibit shall supplement the original exhibit attached to the Patent Assignment. In accordance with the terms of the Patent Assignment, the Company hereby grants, assigns, transfers and sets over to Lender its entire right, title and interest in and to all of the property and interests identified in Exhibit A attached hereto, together with all cash and non-cash proceeds thereof, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all other rights and interests of the Company corresponding thereto throughout the world.

- 2. Delivery and Recordation of Cover Sheet. Within 30 days after executing this Amendment, the Company shall deliver to Lender (i) a completed Recordation Form Cover Sheet for filing with the United States Patent Office identifying all existing Patents and Patent Applications subject to the Patent Assignment, as amended by this Amendment, currently on file with the United States Patent Office, and (ii) an opinion of the Company's patent counsel, in form and content acceptable to Lender, certifying that upon filing of the foregoing Recordation Form Cover Sheet and this Amendment, Lender will have a validly perfected first-priority security interest in the patents and patent applications identified in the Recordation Form Cover Sheet and Exhibit A attached hereto (excluding those patent applications for which no serial number has been issued yet, it being understood that the Company shall notify Lender when serial numbers are issued for such patent applications in accordance with Section 6 of the Patent Assignment).
- 3. <u>Representations and Warranties</u>. The Company represents and warrants to Lender the following:
  - a) Exhibit A attached to this Amendment sets forth all the rights to patents and patent applications presently owned, licensed or controlled by the Company; and
  - As of the date of this Amendment, the representations and warranties contained in the Patent Assignment (other than the representation that Exhibit A attached to the Patent Assignment sets forth all the rights to patents and patent applications owned, licensed or controlled by the Company) remain true and correct in all material respects, and such representations and warranties do not contain any untrue statement of a material fact or omit any material fact necessary to make such representations and warranties not misleading, and all such representations and warranties shall be deemed to be made as of the date of this Amendment and the scope of such representations shall be deemed to include the Company's execution and delivery of this Amendment.
- 4. <u>Ratification</u>. In all other respects the Patent Assignment shall remain as originally stated. The Company and Lender hereby confirm and ratify each of the provisions of the Patent Assignment as amended herein.

2

5. <u>Successors and Assigns</u>. The benefits and burdens of this Amendment shall inure to the benefit of and be binding upon the respective successors and permitted assignees of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed at Cleveland, Ohio, by their duly authorized officers as of the date set forth in the preamble.

PRESSCO TECHNOLOGY INC., an Ohio corporation

Don W. Cochran

President

KEYBANK NATIONAL ASSOCIATION, a national banking association

Bv:

Craig Haverlock

Vice President

STATE OF OHIO	)
	)SS:
COUNTY OF CUYAHOGA	}

Before me, a Notary Public in and for said County and State, this day personally appeared PRESSCO TECHNOLOGY INC., an Ohio corporation, by Don W. Cochran, its President, who acknowledged that he executed the within instrument and further acknowledged that he did examine and read the same, that such execution was the free act and deed of said corporation and the free act and deed individually of said officer.

Witness my signature and notarial seal at Cleveland, Ohio this 1344 day of December 2001.

Notary Public

STATE OF OHIO

SS:

COUNTY OF CUYAHOGA )

WILLIAM M. MILLS, Attorney At Law Notary Public - State of Ohio My commission has no expiration date Section 147 03 O.R.C.

Before me, a Notary Public in and for said County and State, this day personally appeared KEYBANK NATIONAL ASSOCIATION, a national banking association, by Craig Haverlock, its Vice President, who acknowledged that he executed the within instrument and further acknowledged that he did examine and read the same, that such execution was the free act and deed of said banking association and the free act and deed individually of said officer.

Witness my signature and notarial seal at Cleveland, Ohio this 17 day of December 2001.

Notary Public

Alanas McClanahan MyCommission expires 1923/05

## EXHIBIT "A"

# **Schedule of Patents and Patent Applications**

[See Attached]

5

# PRESSCO TECHNOLOGY, INC.

# PATENT STATUS REPORT AS OF MARCH 6, 2002

ſŗ-	<del></del>	7				
	PSS 2 005-3	PSS 2 005	PSS 2 004-1	PSS 2 003	PSS 2 002-1-1	DOCKET NO.
	VIDEO INSPECTION SYSTEM EMPLOYING MULTIPLE SPECTRUM LED ILLUMINATION	ENGINEERED LIGHTING SYSTEM FOR TDI INSPECTION COMPRISING MEANS FOR CONTROLLING LIGHTING ELEMENTS IN ACCORDANCE WITH SPECIMEN DISPLACEMENT	ENGINEERED VIDEO INSPECTING LIGHTING ARRAY	DUAL IMAGE VIDEO INSPECTION APPARATUS	INSPECTION LIGHTING SYSTEM	TITLE
	United States	United States	United States	United States	United States	COUNTRY
	5,365,084	5,172,005	5,072,127	5,051,825	4,972,093	PATENT NO.
	11/15/94	12/15/92	12/10/91	9/24/91	11/20/90	ISSUE DATE
	990,009	658,093	622,349	409,148	439,553	SERIAL NUMBER
	12/14/92	2/20/91	11/29/90	9/19/89	11/20/89	FILING DATE
	Issued; Maintenance Fee Due: 5/15/02	Issued; Maintenance Fee Due: 6/15/04	Issued; Maintenance Fee Due: 6/10/03	Issued; Maintenance Fee Due: 3/24/02	Issued; Maintenance Fee Due: 5/20/02	STATUS

Issued; Maintenance Fee Due: 6/16/01	4/3/95	415,702	12/16/97	5,699,152	United States	ELECTRO-OPTICAL INSPECTION SYSTEM AND METHOD	PSS 2 054
Issued; Maintenance Fee Due: 7/7/05	11/21/94	343,015	1/7/97	5,591,462	United States	BOTTLE INSPECTION ALONG MOLDER TRANSPORT PATH	PSS 2 050
Issued; Maintenance Fee Due: 2/10/03	4/3/96	627,211	8/10/99	5,936,353	United States	HIGH DENSITY SOLID-STATE LIGHTING ARRAY FOR MACHINE VISION APPLICATIONS	PSS 2 043
Issued; Maintenance Fee Due: 3/19/04	3/18/97	819,304	9/19/00	6,122,048	United States	INTEGRATED FIELD LENS FOR ILLUMINATION FOR VIDEO INSPECTION	PSS 2 037-3-1
Issued; Maintenance Fee Due: 3/19/03	9/1/94	299,806	9/19/95	5,451,773	United States	NON-CONTACT PERFORATION/PINHOLE DETECTION SCHEME FOR OPAQUE VESSELS	PSS 2 029-1
Issued; Maintenance Fee Due: 2/8/03	2/5/93	013,965	8/8/95	5,440,385	United States	INTEGRATED ISOTROPIC ILLUMINATION SOURCE FOR TRANSLUCENT ITEM INSPECTION	PSS 2 027
Issued; Maintenance Fee Due: 1/19/02	1/25/93	008,746	7/19/94	5,331,151	United States	MULTIPLE ENVELOPE DETECTOR	PSS 2 023
STATUS	FILING	SERIAL NUMBER	ISSUE DATE	PATENT NO.	COUNTRY	TITLE	DOCKET NO.

United States 5,911,003 United States 5,805,279 United States 5,592,286 United States United States United States	5,911,003 6/8/99 5,805,279 9/8/98 5,592,286 1/7/97 5,592,286 3/10/92	5,911,003 6/8/99 . 5,805,279 9/8/98 5,592,286 1/7/97 0 0 5,095,204 3/10/92
<b>NO.</b> 5,911,003	NO. DATE 5,911,003 6/8/99	NO. DATE NUMBER DATE 5,911,003 6/8/99 .638,554 4/26/96
		SERIAL FILING NUMBER DATE  638,554 4/26/96  584,615 1/11/96  400,359 3/8/95  09/958,872 10/12/01  09/980,851 10/26/01

are filed)							
application							
foreign						INSPECTION APPLICATIONS	
and/or						CONTROL OR ARTICLE	
application						AUTOMATED PROCESS	
unless utility						INFRARED IMAGING WITHIN	
on 5/21/02						ACTION THERMAL	
(Will expire						OF PROVIDING SNAPSHOT	
Pending	5/21/01	60/292,421   5/21/01			United States	APPARATUS AND METHOD	PSS 2 072P
	DATE	NUMBER	DATE	NO.			
STATUS	FILING	SERIAL	ISSUE	PATENT	COUNTRY	TITLE	DOCKET NO.

PATENT REEL: 012707 FRAME: 0250

RECORDED: 03/06/2002