

06-11-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
LSP Technologies, Inc.

6-5-02

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Amendment to Patent Security Agreement

Execution Date: May 22, 2002

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

Name: National City Bank

Internal Address: _____

Street Address: 1900 East Ninth StreetCity: Cleveland State: OH ZIP: 44114-3484Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(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)

6,203,633	6,236,016	6,254,703
6,259,055	6,288,358	6,291,794
6,292,584	6,359,257	6,373,876

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ronald E. Shapiro

Internal Address: _____

06/10/2002 DBYRNE 00000182 6203633

01 FC:581

360.00 DP

Street Address: Vorys, Sater, Seymour and Pease LLP1828 L Street, NW Eleventh FloorCity: Washington, State: DC ZIP: 200366. Total number of applications and patents involved: 97. Total fee (37 CFR 3.41):.....\$ 360.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

22-0585

(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.

Ronald E. Shapiro

Name of Person Signing

Signature

June 5, 2002

Date

6

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 012958 FRAME: 0216

FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT SECURITY AGREEMENT (this "First Amendment") is entered into this 22 day of May, 2002 by and between LSP TECHNOLOGIES, INC., an Ohio corporation having its principal place of business at 6145 Scherers Place, Dublin, Ohio 43016-1284 ("Borrower"), and NATIONAL CITY BANK, a national banking association having its principal place of business at 1900 East Ninth Street, Cleveland, Ohio 44114-3484 ("Secured Party").

RECITALS:

A. On December 6, 2000, Borrower executed that certain Patent Security Agreement in favor of Secured Party (the "Patent Security Agreement"), pursuant to which Borrower granted to Secured Party a security interest in (i) all of the patents then owned or thereafter acquired by Borrower (the "Patents"); (ii) all of Borrower's rights as licensor or licensee of those Patents (the "Patent License Rights"); and (iii) all other rights related or appurtenant to those Patents (collectively with the Patents and the Patent License Rights, the "Patent Collateral"). The Patents were listed on the Schedule I attached to the Patent Security Agreement.

B. Borrower and Secured Party now desire that Schedule I, originally attached to the Patent Security Agreement, be amended and restated to reflect Borrower's current ownership of patents and to affirm and reaffirm the grant to Secured Party of a security interest therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is hereby agreed as follows:

1. AMENDMENT TO SCHEDULE I.

Schedule I of the Patent Security Agreement is hereby deleted in its entirety and replaced with the Schedule I attached to this First Amendment.

2. WARRANTIES AND REPRESENTATIONS. Borrower warrants and represents to Secured Party as follows:

(a) Each of the warranties and representations of Borrower contained in the Patent Security Agreement continues to be true and correct as of the date of this First Amendment.

(b) Borrower has fully complied with all material covenants and agreements to be complied with or performed by it under the Patent Security Agreement, and Borrower is not presently in default thereunder.

(c) Borrower has full power and authority to enter into this First Amendment.

(d) Except as set forth in the Patent Security Agreement, no liens or encumbrances have attached to the Patent Collateral.

(e) No Event of Default (as defined in the Patent Security Agreement) has occurred which is continuing as of the date of this First Amendment.

3. DEFAULT. Borrower acknowledges and agrees that any default or breach by Borrower of the terms, conditions, representations or warranties contained in this First Amendment shall be deemed a default under the Patent Security Agreement.

4. REAFFIRMATION OF PATENT SECURITY AGREEMENT. Borrower acknowledges and agrees that except as expressly amended by this First Amendment, the Patent Security Agreement and each and every one of its terms and conditions are hereby ratified, affirmed and reaffirmed, shall remain unchanged and in full force and effect, and are incorporated herein by reference as though herein set forth in full, including, without limitation, those provisions relating to the grant of a continuing security interest in and lien on any and all after-acquired patents and the rights related or appurtenant thereto.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the day and year first written above.

BORROWER:

LSP TECHNOLOGIES, INC.
an Ohio corporation

WITNESSES:

[Signature]
[Signature]

By: [Signature]

Name: Jeff Dolanay

Title: President

SECURED PARTY:

NATIONAL CITY BANK
a national banking association

WITNESSES:

[Signature]
[Signature]

By: [Signature]

Name: Robert P. Anderson

Title: VICE PRESIDENT

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing First Amendment to Patent Security Agreement was executed and acknowledged before me this 22 day of May, 2002 by Jeff Dolanay, the President of LSP Technologies, Inc., an Ohio corporation, on behalf of such corporation.

[Signature]
Notary Public

My Commission Expires: KENNETH E. JONES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 8, 2006

STATE OF OHIO)
) SS:
COUNTY OF Franklin)

The foregoing First Amendment to Patent Security Agreement was executed and acknowledged before me this 28 day of May, 2002 by Robert P. Anderson ~~the~~ a Vice President of National City Bank, a national banking association, on behalf of such national banking association.

George J. Fedeczko
Notary Public

My Commission Expires: _____



GEORGE J. FEDECZKO
Notary Public, State of Ohio
My Commission Expires 10-20-04

SCHEDULE I

#	<u>LSP Ref #</u>	<u>Title / Description</u>	<u>File Date</u>	<u>U.S. Patent #</u>	<u>Issue Date</u>
1	LSP-01	Rapid laser peening process and apparatus	23-Oct-95	5,741,559	21-Apr-98
2	LSP-04	Oblique angle laser peening	25-Feb-97	5,911,890	15-Jun-99
3	LSP-06	Laser peening with tailored multiple laser beams	11-Sep-97	5,911,891	15-Jun-99
4	LSP-13	Using diffractive optics with laser peening	11-Sep-97	5,935,464	10-Aug-99
5	LSP-11	Shifting vibrational modes using laser peening	10-Sep-97	5,988,982	23-Nov-99
6	LSP-05	Hidden surface laser peening	25-Feb-97	6,002,102	14-Dec-99
7	LSP-02.2	Uniform laser peening process	15-Dec-98	6,049,058	11-Apr-00
8	LSP-03	Reduction of dielectric breakdown during laser peening	13-Jun-97	6,057,003	02-May-00
9	LSP-16	Process chamber for laser peening	30-Dec-97	6,064,035	16-May-00
10	LSP-15	Laser peening Hollow-Core, Gas Turbine Engine Blades	30-Dec-97	6,078,022	20-Jun-00
11	LSP-16C	Process chamber for laser peening	08-Dec-99	6,127,649	03-Oct-00
12	LSP-07	Efficient laser peening	05-Nov-97	6,144,012	07-Nov-00
13	LSP-19	Laser Peening at Elevated Temperatures	14-Aug-98	6,203,633	20-Mar-01
14	LSP-04C	Oblique angle laser peening with beam offset	20-Jan-99	6,236,016	22-May-01
15	LSP-10	I.Plasma sensors for laser peening QC	19-Feb-99	6,254,703	03-Jul-01
16	LSP-21	Apodizers for laser peening systems	26-Oct-98	6,259,055	10-Jul-01
17	LSP-20	Mobile Laser Peening System	15-Dec-98	6,288,358	11-Sep-01
18	LSP-27	Time-Sharing for Laser Peening.	19-Oct-99	6,291,794	18-Sep-01
19	LSP-09	Image Processing for Laser Peening	09-Apr-98	6,292,584	18-Sep-01
20	LSP-22	Faster Laser Peening	19-Feb-99	6,359,257	19-Mar-02
21	LSP-18	Laser Oscillator for Laser Peening	26-Oct-98	6,373,876	16-Apr-02