

07-17-2002

7-17-02



Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌		REC-102158996 <b>PATENTS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): MHE Technologies, Inc.  <div style="text-align: right; font-size: 1.5em; margin-right: 50px;">7-17-02</div> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: Congress Financial Internal Address: Corporation(Central), As Agent  Street Address: 150 South Wacker Avenue  City: Chicago State: IL Zip: 60606  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Amendment No.1  Execution Date: 6/26/02	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) _____ See Exhibit A Annexed Hereto B. Patent No.(s) _____ See Exhibit A Annexed Hereto Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Preston R. Cappello Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.  Street Address: 230 Park Avenue  City: New York State: NY Zip: 10169	6. Total number of applications and patents involved: 4 7. Total fee (37 CFR 3.41).....\$ 160.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:		
<b>DO NOT USE THIS SPACE</b>			
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;">           Preston R. Cappello            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: center;">           July 16, 2002            Date         </div> </div> <div style="text-align: right; margin-top: 5px;">         Total number of pages including cover sheet, attachments, and documents: 4       </div>			

07/17/2002 GT0N11 00000150 PCT/US01/32612

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160.00 DP

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

 PATENT  
 REEL: 013081 FRAME: 0081

**EXHIBIT A  
TO  
AMENDMENT NO. 1 TO PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF PATENTS**

<b><u>Patent Description</u></b>	<b><u>Patent Number</u></b>	<b><u>Patent Application Number</u></b>	<b><u>Issue/Filing Date</u></b>
Hoist Apparatus		PCT/US01/32612	10/18/01
Material Handling System and Method of Operating the Same		09/960116	9/21/01
Counterweight for Monorail Hoists	6250484		6/26/01
Crane Wheel Induction Hardening Process	6296721		10/02/01

**AMENDMENT NO. 1 TO  
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO.1 TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 26 day of June, 2002, by and between MHE TECHNOLOGIES, INC., a Delaware corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation, in its capacity as agent ("Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the Lenders. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meaning given to such terms in the Patent Security Agreement (as defined below).

**W I T N E S S E T H:**

WHEREAS, Debtor and Secured Party are parties to the Patent Collateral Assignment and Security Agreement, dated September 28, 2001 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on December 13, 2001 at Reel/Frame 012376/0509 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Patent Security Agreement");

WHEREAS, pursuant to Section 1 of the Patent Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Patents and Patent applications of Debtor, together with certain related assets, and, pursuant to Section 3(h) of the Patent Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Patents and Patent applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Patent Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Patent Security Agreement to include such additional Patents and Patent applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Patent Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Patent Security Agreement, Exhibit A to the Patent Security Agreement is hereby amended to include, in addition and not by way of limitation, the Patents and Patent applications described in Exhibit A attached hereto (such Patents and Patent applications described on Exhibit A hereto being referred to herein as the "Additional Patents").

(b) All references to the term "Collateral" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Patents and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Patents" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Patents.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Patent Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's interest in the Additional Patents and all applications, registrations and recordings relating thereto, together with all rights and privileges arising under applicable law with respect to Debtor's use thereof and all reissues, divisions, continuations, extensions and renewals thereof; (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Patents.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Patents and the other Collateral shall apply to the Additional Patents and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

MHE TECHNOLOGIES, INC.

By: John A. Osawa Jr.  
Title: Vice President

CONGRESS FINANCIAL CORPORATION  
(CENTRAL), as Agent

By: [Signature]  
Title: FIRST VICE PRESIDENT

STATE OF Delaware )  
 ) ss.:  
COUNTY OF New Castle

On this 26<sup>th</sup> day of June, 2002, before me personally came John A. Oscar, Jr., to me known, who being duly sworn, did depose and say, that he is the Vice President of MHE TECHNOLOGIES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of the corporation.

Heather R. Hill  
Notary Public

**HEATHER R. HILL**  
**NOTARY PUBLIC-DELAWARE**  
**My Commission Expires Dec. 21, 2002**

STATE OF ILLINOIS       )  
                                  ) ss.:  
COUNTY OF COOK       )

On this 28 day of June, 2002, before me personally came Keith C. Chapman, to me known, who, being duly sworn, did depose and say, that he is the Asst VP of CONGRESS FINANCIAL CORPORATION (CENTRAL), as Agent, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Mark B Dunne  
Notary Public

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