

# PATENT ASSIGNMENT

**SUBMISSION TYPE:** NEW ASSIGNMENT

**NATURE OF CONVEYANCE:** RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

**Name:** Swisslog USA, Inc.

**Execution Date:** 09/10/2002

## RECEIVING PARTY DATA

**Name:** MagneMotion, Inc.

**Street Address:** 20 Sudbury Road

**Internal Address:**

**City:** Acton

**State:** MASSACHUSETTS

**Country:**

**Postal Code:** 01720

## PROPERTY NUMBERS

**Application Number:** 08961632

**Application Number:** 08998232

**Application Number:** 60142116

**Application Number:** 60143120

**Number of Properties:** 4

The USPTO, Office of Public Records, will send correspondence via facsimile to **FAX NUMBER:** 617 951-7050

## CORRESPONDENCE DATA:

*Correspondence will be sent via US Mail when a fax number*

*has not been provided or the fax attempt is unsuccessful.*

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

**CUSTOMER NUMBER:** 028120

**NAME OF PERSON SIGNING:** David P. Halstead

**DATE SIGNED:** 09/19/2002

**Total Attachments: 7**

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**MAGNEOTION INC.**

**AGREEMENT TO TERMINATE SECURITY AGREEMENTS**

This Agreement dated as of September 10, 2002 is between MagneMotion Inc., a Delaware corporation (the "Borrower"), and Swisslog USA, Inc. (the "Lender") under the Security Agreement and the Promissory Notes (each as defined below). The parties agree as follows:

1. Reference to Agreements and Promissory Notes; Definitions. Reference is made to (a) the Note Purchase and Security Agreement dated as of November 12, 1999 between the Borrower and the Lender (the "Security Agreement"), (b) the Convertible Secured Promissory Note dated November 15, 1999 and the Convertible Secured Promissory Note dated February 7, 2000 (collectively, the "Promissory Notes") issued by the Borrower to the Lender pursuant to the Security Agreement, and (c) the Memorandum of Patent Security Interest dated as of November 12, 1999 between the Borrower and the Lender (the "Patent Security Agreement") that was recorded in the Assignment Branch, United States Patent and Trademark Office, a copy of which is attached hereto as Exhibit A. Terms defined in the Security Agreement and not otherwise defined herein are used herein with the meanings so defined.

2. Payment in Full. In accordance with the terms of the Technology and Asset Transfer Agreement dated as of June 30, 2002 by and between the Borrower and the Lender (the "Asset Transfer Agreement"), all principal of and interest on the Promissory Notes accrued and unpaid to the date hereof, together with all fees and expenses of any nature described in the Security Agreement or the Promissory Notes accrued and unpaid to the date hereof, have been paid in full. Each party hereto confirms that (a) there are no accrued obligations owing by the Borrower to the Lender under the Security Agreement or the Promissory Notes, and (b) the consideration paid by the Borrower to the Lender under the Asset Transfer Agreement discharges the Borrower from all obligations under the Security Agreement and the Promissory Notes.

3. Termination of Security Interests. The Lender has executed and caused to be filed with the appropriate governmental agencies or offices, UCC-3 forms terminating and releasing, in full, the security interest held by the Lender pursuant to the Security Agreement.

4. Termination of Patent Security Interests. The Lender has executed and caused to be filed with appropriate governmental agencies or offices, appropriate forms terminating and releasing, in full, the security interest held by the Lender pursuant to the Patent Security Agreement and the Lender reassigns and reconveys to the Borrower all right, title and interest in, to and under the patents identified in the Patent Security Agreement that was acquired by the Lender thereunder, together with the application for each such patent, the issued patents, recordings in the United States Patent and Trademark Office and all applications and patents based upon or claiming priority from such patents or the underlying inventions.

5. Termination of Promissory Notes and Security Agreements. The Promissory Notes, the Security Agreement and the Patent Security Agreement are hereby terminated and shall be of no further force or effect.

6. Further Assurances. The parties to this Agreement shall, upon the request and at the expense of the Borrower, take any actions and execute any documents reasonably necessary to effectuate this Agreement.

7. General. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument, shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of New York and shall bind and inure to the benefit of the parties and their respective successors and assigns.

*[Remainder of Page Intentionally Left Blank]*

Each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as an agreement under seal as of the date hereof.

**MAGNEMOTION INC.**

By: Richard D. Thornton  
Name: Richard D. Thornton  
Title: President

**SWISSLOG USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On September 10, 2002, before me, the undersigned, a Notary Public in and for such State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a \_\_\_\_\_ (title) of the Lender and acknowledged to me that such corporation execution the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires on: \_\_\_\_\_

Each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as an agreement under seal as of the date hereof.

MAGNEMOTION INC.

By: \_\_\_\_\_  
Name:  
Title:

SWISSLOG USA INC.

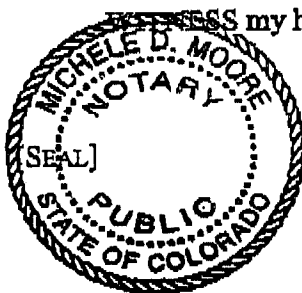
By: Robert L. Rasmussen  
Name: Robert L. Rasmussen  
Title: Vice President - Finance

STATE OF Colorado  
COUNTY OF Danver

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)ss.  
)

On September 10, 2002, before me, the undersigned, a Notary Public in and for such State, personally appeared Robert L. Rasmussen personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a Vice President - Finance (title) of the Lender and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



My Commission Expires 06/01/2006

Michele D. Moore  
Notary Public  
My Commission expires on: \_\_\_\_\_

**EXHIBIT A**  
**TO THE AGREEMENT TO TERMINATE SECURITY AGREEMENTS**

## MEMORANDUM OF PATENT SECURITY INTEREST

This Memorandum is dated as of November 12, 1999 between MagneMotion, Inc, a Delaware corporation (the "Patent Owner"), having a place of business at 20 Sudbury Road, Acton, Massachusetts 01720, and Swisslog USA Inc. (the "Secured Party"), having a place of business c/o National Registered Agents, Inc. at 9 East Loockerman Street, Dover, Delaware 19901.

1. Pursuant to the Note Purchase and Security Agreement dated as of November 12, 1999 (the "Note Purchase and Security Agreement"), between the Patent Owner and the Secured Party, the Patent Owner has granted to the Secured Party a security interest in certain patents and applications therefor listed in Exhibit A attached hereto and made a part hereof, together with the registrations thereof and other applications filed with respect to the inventions covered thereby, or as a continuation-in-part, or division of any application mentioned above, or for reissue of any patent mentioned above or granted on an application mentioned above, and any United States patent issuing on any patent application mentioned above (collectively, the "Collateral").
2. The Patent Owner is the exclusive owner of all rights in the Collateral, including all right, title and interest in and to any cause of action that has previously arisen or that may arise with respect to unconsented use or infringement of the inventions embodied in the patents and patent applications mentioned above. The Patent Owner has the capacity to grant to the Secured Party the security interests granted under the Note Purchase and Security Agreement.

The Patent Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Patent Owner:

Secured Party:

MAGNEMOTION, INC.

SWISSLOG USA INC.

By: Todd S. Webber  
Name: Todd S. Webber  
Title: C.O.O.

By: H. Strobel  
Name: H. Strobel  
Title: Secretary



**EXHIBIT A**

Patent Owner	US Patent Application Number	Date Filed
MagneMotion, Inc.	08/961,632	October 31, 1997
MagneMotion, Inc.	08/998,232	December 24, 1997
MagneMotion, Inc.	60/142,116	July 2, 1999
MagneMotion, Inc.	60/143,120	July 9, 1999

MHODMA.Active;8120341;1

PATENT

RECORDED: 09/19/2002

REEL: 013105 FRAME: 0079