

09-03-2002

U.S. Department of Commerce
Patent and Trademark Office
PATENT



102209396

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

9/3/02

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

Conveyance Type

☐ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☒ Other **Collateral Agreement**

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)

Besser Company

Name (line 2)

Execution Date
Month Day Year

7/25/2002

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

Harris Trust and Savings Bank, as Agent

Name (line 2)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1)

111 West Monroe Street

Address (line 2)

Address (line 3)

Chicago

Illinois

60603

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

09/04/2002 6TON11 00000078 6257865

01 FC:581

1400.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

PATENT
REEL: 013231 FRAME: 0474

Correspondent Name and Address

Area Code and Telephone Number

1-312-845-5132

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

☐

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

See Schedule A-1 attached

See Schedule A-1 attached

See Schedule A-2 attached

See Schedule A-2 attached

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

#

35

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed ☐

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Andrea Serdiuk

Andrea Serdiuk

7/29/02

Name of Person Signing

Signature

Date

**SCHEDULE A-1
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED
6,257,865	Method for Texturizing Block	July 10, 2001
5,952,015	Concrete Product Mold Inserting and Removing Device	September 14, 1999
5,942,181	Method and apparatus for texturing	August 24, 1999
4,978,488	Concrete block molding machine	December 18, 1990
4,778,323	Bag palletizing system, method and apparatus	October 18, 1988
4,712,975	Bag palletizing system	December 15, 1987
4,498,831	Article stacking apparatus	February 12, 1985
4,312,242	Mechanical vibrator assembly	January 26, 1982
4,260,352	Apparatus and method for discharging	April 7, 1981
4,199,287	Apparatus and method for stacking	April 22, 1980
1,082,108	Noise suppression structure	July 22, 1980
4,235,580	Noise suppression structure	November 25, 1980
1,048,751	Continuous tunnel kiln for curing	February 20, 1979
4,095,925	Height guaging mechanism	June 20, 1978
4,036,570	Height guaging mechanism	July 19, 1977
4,005,591	Ball sizing machine and method	February 1, 1977
3,963,397	Height guaging mechanism	June 15, 1976
1,037,250	Block making machine	June 3, 1975
3,923,451	Continuous tunnel kiln for curing	December 2, 1975
41,20 6	Continuous kiln for curing	September 4, 1974
3,833,331	Apparatus for forming blocks	September 3, 1974
3,832,119	Vibrating mold with pallet apparatus	August 24, 1974
3,963,945	Block cubing apparatus	October 10, 1972
3,679,340	Apparatus forming building blocks	July 25, 1972
3,660,004	Pallet clamp	May 2, 1972
3,608,162	Mold assembly for concrete block	September 26, 1971
3,545,053	Height control of concrete block	December 8, 1970
3,217,348	Reciprocating pallet cleaner	November 16, 1965
2,692,418	Pallet handling apparatus	October 26, 1954

PENDING U.S. PATENT APPLICATION NUMBER	TITLE OF APPLICATION	FILING DATE
09/619,066	Core valve pin	July 19, 2000
09/565,812	Movable mold components	May 5, 2000
09/564,998	Mold cleaning system	May 4, 2002
09/733,414	Concrete products machine "Pac Series"	September 7, 2000
09/148,429	Automatic mold restraints	May 29, 2002
09/733,414	Automatic head clamp	September 7, 2000

PATENT COLLATERAL AGREEMENT

This 25th day of July, 2002, Besser Company, a Michigan corporation ("*Debtor*") with its principal place of business and mailing address at 801 Johnson Street, Alpena, Michigan 49707, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of the Debtor, and Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

BESSER COMPANY

By James E. Arbuckle
Name James E. Arbuckle
Title Vice Chair & Chief Financial Officer

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By William J. Kane
Name William J. Kane
Title Vice President

SCHEDULE A-2
TO PATENT COLLATERAL AGREEMENT

PATENT LICENSES

NONE.