

09-16-2002

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



OFFICE FILED RECORDS

WED

9-10-02

102222422

102222422 FORM COVER SHEET SEP 10 AM 8:04

**PATENTS ONLY**

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   
**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)  Northfield Acquisition Co. Execution Date  
Month Day Year  
08 30 02

**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)  PNC Bank, National Association  
Name (line 2)   
Address (line 1)  249 Fifth Avenue  
Address (line 2)   
Address (line 3)  Pittsburgh  Pennsylvania  15222  
City State/Country Zip Code  
☐ 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.)

**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)

09/16/2002 RAHMED1 00000016 6384339

FOR OFFICE USE ONLY

01 FC:581

1240.00 OP

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:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
REEL: 013269 FRAME: 0727

**Correspondent Name and Address**

Area Code and Telephone Number **412-562-1637**

Name **Michael L. Dever**

Address (line 1) **Buchanan Ingersoll, P.C.**

Address (line 2) **301 Grant Street, 20th Floor**

Address (line 3) **Pittsburgh, PA 15219**

Address (line 4)

**Pages**

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

# **16**

**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)

**6,384,339**

**6,060,175**

**5,863,608**

**6,226,862**

**5,942,815**

**5,840,402**

**6,104,100**

**5,930,117**

**5,800,650**

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

PCT

PCT

PCT

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# **31**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **1240.00**

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:

# **02-4553**

Authorization to charge additional fees:

Yes ☒

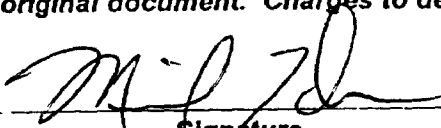
No ☐

**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.

**Michael L. Dever**

Name of Person Signing



Signature

**9/4/02**

Date

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

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

**Conveying Party(ies)**

☐ Mark If additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		

**Receiving Party(ies)**

☐ Mark If additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	<input type="text"/>	<input type="checkbox"/> 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.)		
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	
Name (line 1)	<input type="text"/>	<input type="checkbox"/> 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.)		
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Patent Number(s)**

<input type="text" value="5,798,171"/>	<input type="text" value="5,688,584"/>	<input type="text" value="5,428,190"/>
<input type="text" value="5,766,740"/>	<input type="text" value="5,615,477"/>	<input type="text" value="5,364,707"/>
<input type="text" value="5,727,310"/>	<input type="text" value="5,527,998"/>	<input type="text" value="5,349,500"/>
<input type="text" value="5,719,749"/>	<input type="text" value="5,502,889"/>	<input type="text" value="5,262,590"/>
<input type="text" value="5,709,979"/>	<input type="text" value="5,480,730"/>	<input type="text" value="5,261,593"/>

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

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

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

☐ 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.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)  City  State/Country  Zip Code

Name (line 1)

☐ 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.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)  City  State/Country  Zip Code

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

5,137,791	4,747,211	<input type="text"/>
5,133,118	4,489,227	<input type="text"/>
5,112,462	<input type="text"/>	<input type="text"/>
5,004,639	<input type="text"/>	<input type="text"/>
4,747,968	<input type="text"/>	<input type="text"/>

# PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of August 30, 2002 is entered into by and between the NORTHFIELD ACQUISITION CO., a Delaware corporation (the "Pledgor"), and PNC Bank, National Association, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and that certain Revolving Credit and Security Agreement (Eximbank Facility) (as each may hereafter be amended, restated, modified or supplemented from time to time, collectively, the "Loan Agreement") each of even date herewith by and among the Pledgor as the borrower, the Lenders and the Agent as lenders (all as defined in the Loan Agreement), Agent and the Lenders have agreed to provide certain loans to the Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Ohio as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of the Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by the Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of the Pledgor to the Agent, the Lenders, or any of their respective Affiliates under the Loan Agreement or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of the Pledgor to the Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Loan Agreement, the Notes or any of the Other Documents as any of the same or any one or more of them may from time to time be amended,

restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of the Pledgor with respect to any one or more Letters of Credit issued by Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of the Pledgor to the Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Interest Rate Protection Agreement provided by the Agent, such Lenders or such Affiliates pursuant to the Loan Agreement; and (iv) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Loan Agreement, the Notes, this Agreement, or any Other Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Other Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, the Pledgor hereby grants, and conveys a security interest to Agent in the entire right, title and interest of the Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. The Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by the Pledgor not to sue third persons;

(d) the Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to the Pledgor or, to the knowledge of the Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) the Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) the Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) the Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(i) the Pledgor will not change its name without providing thirty (30) days prior written notice the Agent; and

(j) the Pledgor shall preserve its corporate existence and except as permitted by the Loan Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Pledgor, or (ii) sell all or substantially all of its assets.

4. The Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except the Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of the Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full and the commitments to make Revolving Advances and all Letters of Credit have terminated, the Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Agent prompt notice thereof in writing. The Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without

limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgor, in Cleveland, Ohio or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to the Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, the Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit the Pledgor; (ii) the Agent herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of the Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders.

8. At such time as the Pledgor shall have indefeasibly paid in full all of the Debt and the commitments to make Revolving Advances and all Letters of Credit shall have terminated, this Agreement shall terminate and Agent shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.



9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. The Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the commitments to make Revolving Advances and all Letters of Credit shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees (if commercially reasonable in the reasonable judgment of the Pledgor to do so). Any expenses incurred in connection with such an application shall be borne by Pledgor. The Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, the Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for and/or maintaining registration. In addition, the Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file or maintain its patents, trademarks or copyrights on an international basis.

11. The Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by the Pledgor.

12. No course of dealing between the Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that the Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its conflicts of law principles.

18. The Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Ohio State or Federal Court sitting in Cleveland, Ohio, in any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal court. The Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by the Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, THE PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 [Notices] of the Loan Agreement.

22. The Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Other Documents, because the Agent's remedies at law for failure

of the Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications the Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which the Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgor agrees that each such provision hereof may be specifically enforced.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by their respective officers or agents thereunto duly authorized, as of the date first above written.

NORTHFIELD ACQUISITION CO.

By: 

Name:

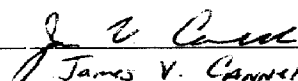
Title:

John D. Lyts.

Vice President

[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By:   
Name: *James V. Cannella*  
Title: *Vice President*

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**U.S. Patents**

<b>Patent No.</b>	<b>Title</b>	<b>Issue Date</b>
6,384,339	Printed circuit board assembly having adhesive joint	5/7/02
6,226,862	Method for manufacturing printed circuit board assembly	5/8/01
6,104,100	Charge transfer load sensor	8/15/00
6,060,175	Metal-film laminate resistant to delamination	5/9/00
5,942,815	Programmable capacitive horn switch	8/24/99
5,930,117	Heat sink structure comprising a microarray of thermal metal heat channels or vias in a polymeric or film layer.	7/27/99
5,863,608	Method of preparing adherent/coherent amorphous fluorocarbon coatings	1/26/99
5,840,402	Metallized laminate material having ordered distribution of conductive through holes	11/24/98
5,800,650	Flexible multilayer printed circuit boards and methods of manufacture	9/1/98
5,798,171	Adherent film with low thermal impedance and high electrical impedance used in an electronic assembly with a heat sink	8/25/98
5,766,740	Adherent film with low thermal impedance and high electrical impedance used in an electric assembly with a heat sink	6/16/98
5,727,310	Method of manufacturing a multilayer electronic circuit	3/17/98
5,719,749	Printed circuit assembly with fine pitch flexible printed circuit overlay mounted to printed circuit board	2/17/98
5,709,979	Printed wiring board with photoimageable dielectric base substrate and method of manufacture therefore	1/20/98
5,688,584	Multilayer electronic circuit having a conductive adhesive	11/18/97
5,615,477	Method for interconnecting a flip chip to a printed circuit substrate	4/1/97
5,527,998	Flexible multilayer printed circuit boards and methods of manufacture	6/18/96
5,502,889	Method for electrically and mechanically connecting at least two conductive layers	4/2/96
5,480,730	Metal-film laminate resistant to delamination	1/2/96
5,428,190	Rigid-flexboard with anisotropic interconnect and	6/27/95

	method of manufacture	
5,364,707	Metal-film laminate resistant to delamination	11/15/94
5,349,500	Direct application of unpackaged integrated circuit to flexible printed circuit	9/20/94
5,262,590	Impedance controlled flexible circuits with fold-over shields	11/16/93
5,261,593	Direct application of unpackaged integrated circuit to flexible printed circuit	11/16/93
5,137,791	Metal-film laminate resistant to delamination	8/11/92
5,133,118	Surface mounted components on flex circuits	7/28/92
5,112,462	Method of making metal-film laminate resistant to delamination	5/12/92
5,004,639	Rigid flex printed circuit configuration	4/2/91
4,747,968	Low temperature cure having single component conductive adhesive	5/31/88
4,747,211	Method and apparatus for preparing conductive screened through holes employing metallic plated polymer thick films	5/31/88
4,489,227	Back lighted full travel push button membrane keyboard	12/18/84

### U.S. Registered Trademarks

Reg. No.	Mark	Issue Date
2,446,884	Comclad	4/24/01
1,934,475	Density Patch	11/7/95
1,364,477	Flexbase	10/8/85
1,363,359	Flexconnect	10/1/85
1,360,541	Flexswitch	9/17/85
1,847,641	Hingeflex	8/2/94
1,641,980	Novaclad	4/23/91
1,749,269	Novaflex	1/26/93
1,851,062	Novalink	8/23/94
2,042,247	Reelflex	3/4/97
1,111,677	Sheldahl	1/23/79
1,111,790	Sheldahl	1/23/79
1,829,119	Shelcoat	4/5/94
1,961,014	Viagrid	3/5/96
2,327,679	Viathin	3/14/00

1,698,839	Z-Link	7/7/92
2,458,183	Comflex	6/5/01
2,525,428	Penclad	1/1/02

**Pending U.S. Trademark Applications**

Serial No.	Mark	Filing Date
75/793,215	Accentia	9/7/99
75/788,909	Thin Foil	8/31/99

**U.S. Registered Copyrights**

TITLE	REG. NO.	REG. DATE
Flexswitch membrane switch design guide	TX929153	6/25/82



**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

1. On July 10, 2000, Sheldahl, Inc. the predecessor-in-interest to Pledgor (Sheldahl"), received a letter from Gould Electronics in which Gould stated that Sheldahl may require a license under U.S. Patent 4,863,808 entitled Copper-Chromium-Polyimide Composite. To the best of Pledgor's knowledge, there has been no subsequent contact between Sheldahl and Gould regarding the referenced patent.

2. In June 1999, Sheldahl received notice from the Lemelson Foundation offering a license under certain patents pertaining to bar coding and machine vision. Pledgor understands that this notice was of the type that has been sent a large number of companies over the past several years. None of Sheldahl's patents that are the subject of this Security Agreement pertain to bar coding or machine vision. To the best of Pledgor's knowledge, has there been no recent contact between Sheldahl and the Lemelson Foundation regarding the proffered license.

G:\CLdata\Bhs5325\Morgenthaler 38729\00010 Sheldahl\PNC Loan\Scheds A and B to patent trademark and copyright security agreement 8-29-02.DOC