

10-23-2002



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PATENTS ONLY

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Syron Engineering & Manufacturing, LLC

10-18-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Bank One, N.A.

Internal Address:

Street Address: 28660 Northwestern Highway

City: Southfield State: MI Zip: 48034

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

Assignment

Merger

X Security Agreement

Change of Name

Other

Execution Date: September 25, 2002

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)

B. Patent No.(s)

5,746,567

Additional numbers attached? ☒ Yes ☐ No

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

Name: Marc A. Bergsman

Internal Address: Dickinson Wright, PLLC

Suite 800

Street Address: 1901 L Street, N.W.

City: Washington State: D.C. Zip: 20036

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41) \$ 425.00

☒ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

04-1061

(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.

Marc A. Bergsman

Name of Person Signing

Marc A. Bergsman
Signature

October 14, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 14

Mail documents to be recorded with required cover sheet information to:

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

10/22/2002 LMUELLER 00000209 041061 5746567


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255.00 CH

425.00 OP

PATENT
REEL: 013392 FRAME: 0600

TRADEMARKS

MARK	COUNTRY	APP NO./REG. NO.	FILING DATE/REG. DATE	OWNER
	US	2,313,214	02/01/00	Syron Engineering & Manufacturing, LLC
SYRON	US	2,292,261	11/16/99	Syron Engineering & Manufacturing, LLC

PATENTS

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
MECHANICAL CODING SYSTEM FOR DE-MOUNTABLE TOOLS AND ASSOCIATED HOLDERS	WO	9908839	02/25/99	Syron Eng & Mfg Corp
TOOL MOUNTING SYSTEM - COMPRISES A RIGID MOVING MEMBER TO MANIPULATE A TOOL AND HAS A PAIR OF ELONGATED MOUNTS	US	5,746,567	05/05/98	Syron Engineering & Manufacturing, LLC
BREAKAWAY MOUNT FOR ROBOT ARM - HAS BREAKAWAY CONNECTION WITH AXIAL OVERLOAD FORCE AT WHICH IT ALLOWS TOOL TO MOVE AWAY FROM OBSTRUCTION TO DISABLED POSITION, AND OUT OF ITS SECURE CONNECTION TO MOVEMENT MEMBER	US	5,697,480	12/16/97	Syron Engineering & Manufacturing, LLC
SUSPENSION FOR SECURING TOOLS ON SUPPORT - COMPRISES FRAME WITH CONNECTORS AT FRONT AND BACK WHICH FORM RIGID CONNECTION WITH SUPPORT	Germany	29521447	04/03/97	Syron Eng & Mfg Corp
TOOL ATTACHMENT FOR FIXING TOOL TO SUPPORT ELEMENT - HAS MOVABLE TOOL SUPPORT ELEMENT ON WHICH ARE LOCKABLE RETAINING DEVICES SUPPORTING FRAME WITH EXTENDING ARMS FOR TOOL HOLDERS	Germany	19534386	06/13/96	Syron Eng & Mfg Corp
TOOL ATTACHMENT FOR FIXING TOOL TO SUPPORT ELEMENT - HAS MOVABLE TOOL SUPPORT ELEMENT ON WHICH ARE LOCKABLE RETAINING DEVICES SUPPORTING FRAME WITH EXTENDING ARMS FOR TOOL HOLDERS	Japan	8309683	11/26/96	Syron Eng & Mfg Corp
TOOL ATTACHMENT FOR FIXING TOOL TO SUPPORT ELEMENT - HAS MOVABLE TOOL SUPPORT ELEMENT ON WHICH ARE LOCKABLE RETAINING DEVICES SUPPORTING FRAME WITH EXTENDING ARMS FOR TOOL HOLDERS	US	5,733,097	03/31/98	Syron Engineering & Manufacturing, LLC

PATENT

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
DETECTING EXISTENCE OF EXISTENCE OR NON-EXISTENCE OF NUT AT HOLE IN METAL PLATE - BY APPLYING SCANNING HEAD OF SENSOR WHICH PRODUCES MAGNETIC FILED DIRECTED RADIALLY OUTWARDS, AND INSERTING HEAD IN HOLE OF METAL PLATE, TO DETECT MASS OF METAL AT HOLE	Germany	19538653	04/25/96	Syron Eng & Mfg Corp
DETECTING EXISTENCE OF EXISTENCE OR NON-EXISTENCE OF NUT AT HOLE IN METAL PLATE - BY APPLYING SCANNING HEAD OF SENSOR WHICH PRODUCES MAGNETIC FILED DIRECTED RADIALLY OUTWARDS, AND INSERTING HEAD IN HOLE OF METAL PLATE, TO DETECT MASS OF METAL AT HOLE	US	5,617,025	04/01/97	Syron Engineering & Manufacturing, LLC
BALL JOINT ELEMENT WITH TWO-END BODY AND LONGITUDINAL AXIS - HAS BODY WITH HIGHER RESISTANCE TO RADIALLY INWARDS DEFORMATION AT ONE END	Germany	4305667	02/24/93	Syron Eng & Mfg Corp
BALL JOINT ELEMENT WITH TWO-END BODY AND LONGITUDINAL AXIS - HAS BODY WITH HIGHER RESISTANCE TO RADIALLY INWARDS DEFORMATION AT ONE END	US	5,921,694	07/13/90	Syron Eng & Mfg Corp
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	WO	9305331	03/18/93	Syron Eng & Mfg Corp
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	US	5,284,366	02/08/94	Syron Engineering & Manufacturing, LLC
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	Germany	4293023	09/08/94	Syron Eng & Mfg Corp
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	Japan	6510590	11/24/94	Syron Eng & Mfg Corp
PROXIMITY SENSOR DETECTING PRESENCE OF E.G. METAL SHEET - HAS THRESHOLD AND DELAY CIRCUIT AS WELL AS MONITOR WHICH INCLUDES RESISTANCE BRIDGE WITH VOLTAGE-CONTROLLED RESISTOR	US	5,079,502	01/07/92	Syron Engineering & Manufacturing, LLC
MOUNTING FOR MULTI-FUNCTION ARM - HAS TWO ENLARGED SECTIONS RECEIVABLE IN MOUNTS AS ARM IS MOVED REARWARD, PROVIDING SUFFICIENT AXIAL SUPPORT	US	5,071,309	12/10/91	Syron Engineering & Manufacturing, LLC
MOUNTING FOR MULTI-FUNCTION ARM - HAS TWO ENLARGED SECTIONS RECEIVABLE IN MOUNTS AS ARM IS MOVED REARWARD, PROVIDING SUFFICIENT AXIAL SUPPORT	European patent	540795	05/12/93	Syron Eng & Mfg Corp

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
COMPUTERISED DOOR LOCKING AND MONITORING SYSTEM - HAS COMPUTER PROGRAM CHANGING STATUS OF EACH DOOR ACCORDING TO PREDETERMINED SCHEDULE, BY USE OF ELECTRO-DOOR LOCKS	US	5,070,442	12/03/91	Syron Townson A T
ARTICULATED GRIPPER WITH PROXIMITY SENSOR FOR HOSTILE ENVIRONMENT - HAS COIL DISPOSED WITHIN METAL CASING AND SENSOR CIRCUIT MEASURING CHANGES IN INDUCTANCE OF COIL CAUSED BY WORKPIECE	US	4,906,926	03/06/90	Syron Engineering & Manufacturing, LLC
STRUCTURE FORMED FROM BALL JOINED LINKS - HAS LINKS JOINED, AFTER CORRECT POSITIONING, BY WELDING, SOLDERING OR BY USING ADHESIVE	US	4,898,490	02/06/90	Syron Engineering & Manufacturing, LLC
BALL JOINED LINKS	US	5,383,738	01/24/95	Syron Engineering & Manufacturing Corp
ROBOTIC GRIPPER HAVING PROXIMITY SENSOR WITH OFF-SET SENSOR	US	6,441,610	08/27/02	Syron Engineering & Manufacturing Corporation
COMBINED SUCTION CUP AND ISOLATED SENSOR	US	6,437,560	08/20/02	Syron Engineering & Manufacturing, LLC
TOOL MOUNT FOR MOVING ELEMENTS	US	6,416,273	07/09/02	Syron Engineering & Manufacturing, LLC
TOOL MOUNT FOR MOVING ELEMENTS	US	6,244,814	06/12/01	Syron Engineering & Manufacturing, LLC
QUICK RELEASE AND BAYONET CONNECTOR FOR A SUCTION CUP	US	6,213,521	04/10/01	Syron Engineering & Manufacturing Corporation

TRADEMARKS

MARK	COUNTRY	APP NO./REG. NO.	FILING DATE/REG. DATE	OWNER
P and Design	France	1202896		Erie Engineering Company
Design only	Italy	275412	09/10/73	Erie Engineering Company

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TITLE	REG. NO.	REG. DATE	OWNER
SPECIAL RETAINER & SPECIAL PUNCH	Txu253931	09/18/86	Erie Engineering Company

Continuing Security Agreement

Syron Engineering & Manufacturing, LLC (the "Debtor")

Taxpayer I.D. No.: 38-3413440

State Organization No. B31-514: Michigan

Debtor's Address: 1325 Woodland Drive, Saline, Michigan 48176

Grant of Security Interest. The Debtor grants to Bank One, NA (the "Bank"), a national banking association with its principal office in Chicago, Illinois, whose address is 28660 Northwestern Highway, Southfield, Michigan 48034, a continuing security interest in the Collateral, as defined below, to secure the payment and performance of the Liabilities (as defined below) of the Debtor.

"Liabilities," as used in this agreement, means all obligations, indebtedness and liabilities of the Debtor to any one or more of the Bank, BANK ONE CORPORATION, and any of their subsidiaries, affiliates or successors, now existing or later arising, including, without limitation, all loans, advances, interest, and costs arising under the Credit Agreement (the "Credit Agreement") dated as of the date hereof between the Debtor and the Bank, all overdraft indebtedness, credit card indebtedness, lease obligations, or obligations relating to any Rate Management Transaction, all monetary obligations incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations or substitutions of any of the foregoing, whether the Debtor may be liable jointly with others or individually liable as a debtor, maker, co-maker, drawer, endorser, guarantor, surety or otherwise, and whether voluntarily or involuntarily incurred, due or not due, absolute or contingent, direct or indirect, liquidated or unliquidated. Liabilities also include all interest, costs, expenses, and reasonable attorneys' fees accruing to, or incurred in either collecting any of the Liabilities of the Debtor or protecting, maintaining, or liquidating any collateral for any of the Liabilities, including the Collateral. The term "Rate Management Transaction" in this agreement means any transaction (including an agreement with respect thereto) now existing or hereafter entered into among the Debtor and the Bank or BANK ONE CORPORATION or any of its subsidiaries or affiliates or their successors, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

Collateral: All present and future assets, whether real, personal or otherwise, of the Debtor, including without limitation Accounts Receivable, Inventory, Instruments, Investment Property, and Deposit Accounts.

Description of Collateral. "Collateral," as used in this agreement, means (i) all of the Debtor's property indicated above and as defined below, present and future, including but not limited to any items listed on any schedule or list attached; (ii) all present and future "proceeds," "products," and "supporting obligations" (as such terms are defined in the Uniform Commercial Code of the State of Michigan, as in effect from time to time (the "UCC")) of the Collateral, including but not limited to stock rights, subscription rights, dividends, stock dividends, stock splits, or liquidating dividends, and all cash and Accounts Receivable arising from the sale, rent, lease, casualty loss or other disposition of the Collateral; (iii) any present or future Collateral returned to, repossessed by, or stopped in transit by the Debtor; (iv) all present and future insurance claims relating to any of the Collateral; and (v) all present and future books, records, and data of the Debtor relating to the Collateral. Where the Collateral is in the possession of the Bank, the Debtor agrees to deliver to the Bank any property which represents an increase in the Collateral or profits or proceeds of the Collateral.

Definitions.

1. **"Accounts Receivable"** shall consist of "accounts," "chattel paper," "general intangibles," (including "payment intangibles"), "instruments" and "letter of credit rights" as those terms are defined in Article 9 of the UCC, as well as Documents (as defined below). Also included are (a) any right to a refund of taxes paid at any time to any governmental entity, and (b) letters of credit, and drafts under them, given in support of any Accounts Receivable.
2. **"Deposit Accounts"** means all demand, time, savings, passbook and similar accounts maintained by the Debtor, including, without limitation, those maintained at the Bank.
3. **"Documents"** means "documents of title" or a "warehouse receipts," as such terms are defined in the UCC.

4. **"Equipment"** means (a) all of the Debtor's "equipment," as defined in Article 9 of the UCC, and (b) any Documents issued with respect to any of Debtor's "equipment" (as defined in the UCC). Without limiting the security interest granted, the Debtor represents and warrants that all of Debtor's Equipment is presently located at 1325 Woodland Drive, Saline, Michigan and 1401 East 14 Mile Road, Troy, Michigan.

5. **"Instruments"** means all of the Debtor's "instruments," as defined in Article 9 of the UCC.

6. **"Inventory"** means (a) all of the Debtor's "inventory," as defined in Article 9 of the UCC, and (b) any Documents issued with respect to any of Debtor's "inventory" (as defined in the UCC). Without limiting the security interest granted, Debtor represents and warrants that all of Debtor's Inventory is presently located at 1325 Woodland Drive, Saline, Michigan and 1401 East 14 Mile Road, Troy, Michigan, except for immaterial amounts of Inventory held on consignment at various locations or held by field representatives in the ordinary course of business.

7. **"Investment Property"** means all of the Debtor's "investment property," as defined in Article 9 of the UCC.

Representations, Warranties, and Covenants. The Debtor warrants to and covenants with the Bank that:

1. Its principal residence or chief executive office is at the address shown above;
2. (a) The Debtor's name as it appears in this agreement is identical to the name of the Debtor appearing in the Debtor's organizational documents, as amended, including any trust documents; and (b) both the Taxpayer I.D. No. and the State Organization No., if any, shown above are correct;
3. It will pay its Liabilities to the Bank;
4. It is or will become the owner of the Collateral free from any liens, encumbrances or security interests, except for this security interest, and existing liens permitted pursuant to Section 6.7 of the Credit Agreement or otherwise disclosed to and accepted by the Bank in writing, and will defend the Collateral against all claims and demands of all persons at any time claiming any interest in it;
5. It will keep the Collateral free of liens, encumbrances and other security interests, maintain it in good repair, not use it illegally, and exhibit it to the Bank on demand;
6. At its own expense, the Debtor will maintain comprehensive casualty insurance on the Collateral against such risks, in such amounts, with such deductibles and with such companies as may be satisfactory to the Bank, and provide the Bank with proof of insurance acceptable to the Bank. Each insurance policy shall contain a lender's loss payable endorsement satisfactory to the Bank and a prohibition against cancellation or amendment of the policy or removal of the Bank as loss payee without at least 30 days prior written notice to the Bank. In all events, the amounts of such insurance coverages shall conform to prudent business practices and shall be in such minimum amounts that the Debtor will not be deemed a co-insurer;
7. It will not sell or offer to sell, lease, license or otherwise transfer the Collateral, nor change the location of the Collateral, without the written consent of the Bank, except in the ordinary course of business;
8. It will pay promptly when due all taxes and assessments upon the Collateral, or for its use or operation;
9. No financing statement covering all or any part of the Collateral or any proceeds is on file in any public office, other than financing statements evidencing security interests permitted pursuant to Sections 6.7 or 6.9 of the Credit Agreement or otherwise approved by the Bank. From time to time at the Bank's request, the Debtor will execute one or more financing statements in form satisfactory to the Bank and will pay the cost of filing them in all public offices where filing is deemed by the Bank to be necessary or desirable. In addition, the Debtor shall execute and deliver, or cause to be executed and delivered, such other documents as the Bank may from time to time request to perfect or to further evidence the security interest created in the Collateral by this agreement, including, without limitation: (a) any certificate or certificates of title to the Collateral with the security interest of the Bank noted thereon or executed applications for such certificates of title in form satisfactory to the Bank; (b) any assignments of claims under government contracts which are included as part of the Collateral, together with any notices and related documents as the Bank may from time to time request; (c) any assignment of any specific account receivable as the Bank may from time to time request; (d) a notice of security interest and a control agreement with respect to any Collateral, all in form and substance satisfactory to the Bank; (e) a notice to and acknowledgment from any bailee or other person in possession of any Collateral, all in form and substance satisfactory to the Bank; and (f) any consent to the assignment of proceeds of any letter of credit, all in form and substance satisfactory to the Bank;
10. It will immediately notify the Bank in writing of any change in (a) the Debtor's name, (b) the Debtor's business organization, (c) the jurisdiction under which the Debtor's business organization is formed or organized, or (d) the address of the Debtor's chief executive office or principal residence or of any additional places of the Debtor's business;
11. It will provide any information that Bank may reasonably request, and will permit Bank upon prior notice to inspect and copy its books and records during normal business hours;
12. The Bank shall have the right now and at any time in the future, in its sole and absolute discretion and without notice to the Debtor, to (a) prepare, file, and sign the Debtor's name on any proof of claim in bankruptcy or similar document against any owner of the Collateral and (b) prepare, file, and sign the Debtor's name on any financing statement, notice of lien, assignment or satisfaction of lien, or similar document in connection with the Collateral. The Debtor authorizes the Bank to file financing statements containing the collateral description "All of the Debtor's assets whether now owned or hereafter acquired" or such lesser amount of assets as the

Bank may determine, or the Bank may, at its option, file financing statements containing any collateral description which reasonably describes the Collateral in which a security interest is granted under this agreement.

Accounts Receivable. The Debtor acknowledges that if the Collateral includes Accounts Receivable, then until the Bank gives notice to Debtor to the contrary, Debtor will, in the usual course of its business and at its own cost and expense, on the Bank's behalf but not as the Bank's agent, demand and receive and use its best efforts to collect all moneys due or to become due on the Accounts Receivable. Until the Bank gives notice to Debtor to the contrary or until the Debtor is in default, it may use the funds collected in its business for any purpose. Upon not less than 5 days prior written notice from the Bank or upon default, the Debtor agrees that all sums of money it receives on account of or in payment or settlement of the Accounts Receivable shall be held by it as trustee for the Bank without commingling with any of its funds, and shall immediately be delivered to the Bank with endorsement to the Bank's order of any check or similar instrument. It is agreed that upon the occurrence of a default, Bank shall be entitled, in its own name or in the name of the Debtor or otherwise, but at the expense and cost of the Debtor, to collect, demand, receive, sue for or compromise any and all Accounts Receivable, and to give good and sufficient releases, to endorse any checks, drafts or other orders for the payment of money payable to the Debtor in payment and, in its discretion, to file any claims or take any action or proceeding which the Bank may deem necessary or advisable. It is expressly understood and agreed, however, that the Bank shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. All notices required in this paragraph will be immediately effective when sent. Such notices need not be given prior to the Bank taking action. The Debtor appoints the Bank or the Bank's designee as the Debtor's attorney-in-fact to do all things with reference to the Collateral as provided for in this section upon the occurrence of a default, including without limitation (1) to notify the post office authorities to change the Debtor's mailing address to one designated by the Bank, (2) to receive, open and dispose of mail addressed to the Debtor, (3) to sign the Debtor's name on any invoice or bill of lading relating to any Collateral, on assignments and verifications of account and on notices to the Debtor's customers, and (4) to do all things necessary to carry out this agreement. The Debtor ratifies and approves all acts of the Bank as attorney-in-fact. The Bank shall not be liable for any act or omission, nor any error of judgment or mistake of fact or law, but only for its gross negligence or willful misconduct. This power being coupled with an interest is irrevocable until the Liabilities have been fully satisfied.

Immediately upon the Debtor's receipt of any Collateral evidenced by an agreement, Instruments, chattel paper or Documents ("Special Collateral"), the Debtor shall mark the Special Collateral to show that it is subject to the Bank's security interest and shall deliver the original to the Bank together with appropriate endorsements and other specific evidence of assignment in form and substance satisfactory to the Bank.

Representations by Debtor. Each Debtor represents: (a) that the execution and delivery of this agreement and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound, or require the consent or approval of any governmental authority or any third party; and (b) that this agreement is a valid and binding agreement, enforceable according to its terms. Each Debtor, other than a natural person, further represents: (a) that it is duly organized, existing and in good standing pursuant to the laws under which it is organized; and (b) that the execution and delivery of this agreement and the performance of the obligations it imposes (i) are within its limited liability company powers and have been duly authorized by all necessary action of its governing body; (ii) do not contravene the terms of its articles of organization or any operating or other agreement governing its affairs.

Pledge. If the Debtor is not liable for all or any part of the Liabilities (such Liabilities being referred to in this paragraph as the "Debt"), then the Debtor agrees that:

- (a) If any monies become available to the Bank that it can apply to any Debt, the Bank may apply them to Debt not secured by this agreement.
- (b) Without notice to or the consent of the Debtor, the Bank may (i) take any action it chooses against any Borrower, against any collateral for the Debt, or against any other person liable for the Debt; (ii) release any Borrower or any other person liable for the Debt, release any collateral for the Debt, and neglect to perfect any interest in any such collateral; (iii) forbear or agree to forbear from exercising any rights or remedies, including any right of setoff, that it has against the Borrower, any other person liable for the Debt, or any other collateral for the Debt; (iv) extend to any Borrower additional Debt to be secured by this agreement; or (v) renew, extend, modify or amend any Debt, and deal with any Borrower or any other person liable for the Debt as it chooses.
- (c) None of the Debtor's obligations under this agreement shall be affected by (i) any act or omission of the Bank; (ii) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of any Borrower, (iii) any receivership, insolvency, bankruptcy, reorganization or other similar proceedings affecting any Borrower or any of its assets; or (iv) any change in the composition or structure of any Borrower or any Debtor, including a merger or consolidation with any other entity.
- (d) The Bank's rights under this section and this agreement are unconditional and absolute, regardless of the unenforceability of any provision of any agreement between any Borrower and the Bank, or the existence of any defense, setoff or counterclaim that any Borrower may be able to assert against the Bank.

(e) It waives all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security, and any other claim (as that term is defined in the federal Bankruptcy Code, as amended from time to time) that it may have or acquire in the future against any Borrower, any other person liable for the Debt, or any collateral for the Debt, because of the existence of this agreement, the Debtor's performance under this agreement, or the Bank's availing itself of any rights or remedies under this agreement.

(f) If any payment to the Bank on any Debt is wholly or partially invalidated, set aside, declared fraudulent or required to be repaid to the Borrower or anyone representing the Borrower or the Borrower's creditors under any bankruptcy or insolvency act or code, under any state or federal law, or under common law or equitable principles, then this agreement shall remain in full force and effect or be reinstated, as the case may be, until payment in full to the Bank of the repaid amounts, and of the Debt. If this agreement must be reinstated, the Debtor agrees to execute and deliver to the Bank new agreements and financing statements, if necessary, in form and substance acceptable to the Bank, covering the Collateral.

Default/Remedies. If any of the Liabilities is not paid at maturity, whether by acceleration or otherwise, or if there is a default under, or a violation of any of the terms of, any agreement, certificate, or other document relating to any of the Liabilities, then the Bank shall have the rights and remedies provided by law or this agreement, including but not limited to the right to require the Debtor to assemble the Collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties, the right to take possession of the Collateral with or without demand and with or without process of law, and the right to sell and dispose of it and distribute the proceeds according to law. The Bank's compliance with any applicable state or federal law requirements in connection with the disposition of any of the Collateral will not adversely affect the commercial reasonableness of any sale of the Collateral. In connection with the right of the Bank to take possession of the Collateral, the Bank may take possession of any other items of property in or on the Collateral at the time of taking possession, and hold them for the Debtor without liability on the part of the Bank. If there is any statutory requirement for notice, that requirement shall be met if the Bank sends notice to the Debtor at least ten (10) days prior to the date of sale, disposition, or other event giving rise to the required notice. The Debtor shall be liable for any deficiency remaining after disposition of the Collateral.

Miscellaneous.

1. Where the Collateral is located at, used in or attached to a facility leased by the Debtor, the Debtor will use all commercially reasonable efforts to obtain from the lessor a consent to the granting of this security interest and a subordination of the lessor's interest in any of the Collateral, in form reasonably acceptable to the Bank.
2. At its option the Bank may, but shall be under no duty or obligation to, discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, and pay for the maintenance and preservation of the Collateral, and the Debtor agrees to reimburse the Bank on demand for any payment made or expense incurred by the Bank, with interest at the maximum legal rate.
3. No delay on the part of Bank in the exercise of any right or remedy shall operate as a waiver, no single or partial exercise by the Bank of any right or remedy shall preclude any other exercise of it or the exercise of any other right or remedy, and no waiver or indulgence by the Bank of any default shall be effective unless in writing and signed by the Bank, nor shall a waiver on one occasion be construed as a waiver of that right on any future occasion.
4. If any provision of this agreement is invalid, it shall be ineffective only to the extent of its invalidity, and the remaining provisions shall be valid and effective.
5. Notice from one party to another relating to this agreement shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express or similar overnight courier service or (e) telecopy, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communications of that type. Notice made in accordance with this section shall be deemed delivered on receipt if delivered by hand or wire transmission, on the third business day after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.
6. All rights of the Bank shall inure to the benefit of the Bank's successors and assigns; and all obligations of the Debtor shall bind the Debtor's heirs, executors, administrators, successors and assigns. If there is more than one Debtor, their obligations are joint and several.
7. A carbon, photographic or other reproduction of this agreement is sufficient, and can be filed as a financing statement. The Bank is irrevocably appointed the Debtor's attorney-in-fact to execute any financing statement on Debtor's behalf covering the Collateral.
8. The terms and provisions of this security agreement shall be governed by Michigan law.

Confidentiality. The Bank agrees to hold any confidential information which it may receive from the Debtor pursuant to this agreement in confidence, except for disclosure (i) to its affiliates or to prospective or actual participants or assignees, provided that any such transferee agrees to be bound by the terms of this section, (ii) to legal counsel, accountants, and other professional advisors to the Bank or to a transferee, (iii) to regulatory officials, (iv) to any person as requested pursuant to or as required by law, regulation, or legal process, (v) to any person in connection with any legal proceeding to which the Bank is a party, (vi) to the Bank's direct or

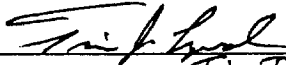
indirect contractual counterparties in swap agreements or to legal counsel, accountants and other professional advisors to such counterparties, and (vii) to rating agencies if requested or required by such agencies in connection with a rating relating to the advances under the Credit Agreement.

Information Sharing. Subject to the preceding section, the Bank may provide, without any limitation whatsoever, any information or knowledge the Bank may have about the undersigned or any matter relating to this agreement and any related documents to BANK ONE, NA, or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of this agreement or any related documents, and the undersigned waives any right to privacy the undersigned may have with respect to such matters. The Debtor agrees that the Bank may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights or obligations in this agreement to one or more purchasers whether or not related to the Bank.

Waiver of Jury Trial. The Bank and the Debtor knowingly and voluntarily waive any right either of them have to a trial by jury in any proceeding (whether sounding in contract or tort) which is in any way connected with this or any related agreement, or the relationship established under them. This provision may only be modified in a written instrument executed by the Bank and the Debtor.


Dated: September 25, 2002

Syron Engineering & Manufacturing, LLC

By: 
Print Name: Tim J. Lynch
Its: CEO

DETROIT 7-3710 685589-3

TRADEMARKS

MARK	COUNTRY	APP NO./REG. NO.	FILING DATE/REG. DATE	OWNER
	US	2,313,214	02/01/00	Syron Engineering & Manufacturing, LLC
SYRON	US	2,292,261	11/16/99	Syron Engineering & Manufacturing, LLC

PATENTS

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
MECHANICAL CODING SYSTEM FOR DE-MOUNTABLE TOOLS AND ASSOCIATED HOLDERS	WO	9908839	02/25/99	Syron Eng & Mfg Corp
TOOL MOUNTING SYSTEM - COMPRISES A RIGID MOVING MEMBER TO MANIPULATE A TOOL AND HAS A PAIR OF ELONGATED MOUNTS	US	5,746,567	05/05/98	Syron Engineering & Manufacturing, LLC
BREAKAWAY MOUNT FOR ROBOT ARM - HAS BREAKAWAY CONNECTION WITH AXIAL OVERLOAD FORCE AT WHICH IT ALLOWS TOOL TO MOVE AWAY FROM OBSTRUCTION TO DISABLED POSITION, AND OUT OF ITS SECURE CONNECTION TO MOVEMENT MEMBER	US	5,697,480	12/16/97	Syron Engineering & Manufacturing, LLC
SUSPENSION FOR SECURING TOOLS ON SUPPORT - COMPRISES FRAME WITH CONNECTORS AT FRONT AND BACK WHICH FORM RIGID CONNECTION WITH SUPPORT	Germany	29521447	04/03/97	Syron Eng & Mfg Corp
TOOL ATTACHMENT FOR FIXING TOOL TO SUPPORT ELEMENT - HAS MOVABLE TOOL SUPPORT ELEMENT ON WHICH ARE LOCKABLE RETAINING DEVICES SUPPORTING FRAME WITH EXTENDING ARMS FOR TOOL HOLDERS	Germany	19534386	06/13/96	Syron Eng & Mfg Corp
TOOL ATTACHMENT FOR FIXING TOOL TO SUPPORT ELEMENT - HAS MOVABLE TOOL SUPPORT ELEMENT ON WHICH ARE LOCKABLE RETAINING DEVICES SUPPORTING FRAME WITH EXTENDING ARMS FOR TOOL HOLDERS	Japan	8309683	11/26/96	Syron Eng & Mfg Corp
TOOL ATTACHMENT FOR FIXING TOOL TO SUPPORT ELEMENT - HAS MOVABLE TOOL SUPPORT ELEMENT ON WHICH ARE LOCKABLE RETAINING DEVICES SUPPORTING FRAME WITH EXTENDING ARMS FOR TOOL HOLDERS	US	5,733,097	03/31/98	Syron Engineering & Manufacturing, LLC

PATENT

REEL: 013392 FRAME: 0610

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
DETECTING EXISTENCE OF EXISTENCE OR NON-EXISTENCE OF NUT AT HOLE IN METAL PLATE - BY APPLYING SCANNING HEAD OF SENSOR WHICH PRODUCES MAGNETIC FILED DIRECTED RADIALLY OUTWARDS, AND INSERTING HEAD IN HOLE OF METAL PLATE, TO DETECT MASS OF METAL AT HOLE	Germany	19538653	04/25/96	Syron Eng & Mfg Corp
DETECTING EXISTENCE OF EXISTENCE OR NON-EXISTENCE OF NUT AT HOLE IN METAL PLATE - BY APPLYING SCANNING HEAD OF SENSOR WHICH PRODUCES MAGNETIC FILED DIRECTED RADIALLY OUTWARDS, AND INSERTING HEAD IN HOLE OF METAL PLATE, TO DETECT MASS OF METAL AT HOLE	US	5,617,025	04/01/97	Syron Engineering & Manufacturing, LLC
BALL JOINT ELEMENT WITH TWO-END BODY AND LONGITUDINAL AXIS - HAS BODY WITH HIGHER RESISTANCE TO RADIALLY INWARDS DEFORMATION AT ONE END	Germany	4305667	02/24/93	Syron Eng & Mfg Corp
BALL JOINT ELEMENT WITH TWO-END BODY AND LONGITUDINAL AXIS - HAS BODY WITH HIGHER RESISTANCE TO RADIALLY INWARDS DEFORMATION AT ONE END	US	5,921,694	07/13/90	Syron Eng & Mfg Corp
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	WO	9303331	03/18/93	Syron Eng & Mfg Corp
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	US	5,284,366	02/08/94	Syron Engineering & Manufacturing, LLC
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	Germany	4293023	09/08/94	Syron Eng & Mfg Corp
QUICK CONNECTING LOCKING DEVICE FOR USE WITH ROBOTS WHICH PROVIDES STRONG HOLD ON WORK PIECE AND QUICK CONNECTION AND DISCONNECTION - HAS RECEIVER WITH LOCKING PINS OPERATED BY ECCENTRIC MOTION WHICH FORCES ADAPTOR INTO LOCKING DEVICE	Japan	6510590	11/24/94	Syron Eng & Mfg Corp
PROXIMITY SENSOR DETECTING PRESENCE OF E.G. METAL SHEET - HAS THRESHOLD AND DELAY CIRCUIT AS WELL AS MONITOR WHICH INCLUDES RESISTANCE BRIDGE WITH VOLTAGE-CONTROLLED RESISTOR	US	5,079,502	01/07/92	Syron Engineering & Manufacturing, LLC
MOUNTING FOR MULTI-FUNCTION ARM - HAS TWO ENLARGED SECTIONS RECEIVABLE IN MOUNTS AS ARM IS MOVED REARWARD, PROVIDING SUFFICIENT AXIAL SUPPORT	US	5,071,309	12/10/91	Syron Engineering & Manufacturing, LLC
MOUNTING FOR MULTI-FUNCTION ARM - HAS TWO ENLARGED SECTIONS RECEIVABLE IN MOUNTS AS ARM IS MOVED REARWARD, PROVIDING SUFFICIENT AXIAL SUPPORT	European patent	540795	05/12/93	Syron Eng & Mfg Corp

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
COMPUTERISED DOOR LOCKING AND MONITORING SYSTEM - HAS COMPUTER PROGRAM CHANGING STATUS OF EACH DOOR ACCORDING TO PREDETERMINED SCHEDULE, BY USE OF ELECTRO-DOOR LOCKS	US	5,070,442	12/03/91	Syron Townson A T
ARTICULATED GRIPPER WITH PROXIMITY SENSOR FOR HOSTILE ENVIRONMENT - HAS COIL DISPOSED WITHIN METAL CASING AND SENSOR CIRCUIT MEASURING CHANGES IN INDUCTANCE OF COIL CAUSED BY WORKPIECE	US	4,906,926	03/06/90	Syron Engineering & Manufacturing, LLC
STRUCTURE FORMED FROM BALL JOINED LINKS - HAS LINKS JOINED, AFTER CORRECT POSITIONING, BY WELDING, SOLDERING OR BY USING ADHESIVE	US	4,898,490	02/06/90	Syron Engineering & Manufacturing, LLC
BALL JOINED LINKS	US	5,383,738	01/24/95	Syron Engineering & Manufacturing Corp
ROBOTIC GRIPPER HAVING PROXIMITY SENSOR WITH OFF-SET SENSOR	US	6,441,610	08/27/02	Syron Engineering & Manufacturing Corporation
COMBINED SUCTION CUP AND ISOLATED SENSOR	US	6,437,560	08/20/02	Syron Engineering & Manufacturing, LLC
TOOL MOUNT FOR MOVING ELEMENTS	US	6,416,273	07/09/02	Syron Engineering & Manufacturing, LLC
TOOL MOUNT FOR MOVING ELEMENTS	US	6,244,814	06/12/01	Syron Engineering & Manufacturing, LLC
QUICK RELEASE AND BAYONET CONNECTOR FOR A SUCTION CUP	US	6,213,521	04/10/01	Syron Engineering & Manufacturing Corporation

TRADEMARKS

MARK	COUNTRY	APP NO./REG. NO.	FILING DATE/REG. DATE	OWNER
P and Design	France	1202896		Erie Engineering Company
Design only	Italy	275412	09/10/73	Erie Engineering Company

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TITLE	REG. NO.	REG. DATE	OWNER
SPECIAL RETAINER & SPECIAL PUNCH	Txu253931	09/18/86	Erie Engineering Company