



01-14-2003



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1.8.03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WEIGH-TRONIX, INC.

Additional names(s) of conveying party(ies) attached? Yes * No

2. Name and address of receiving party(ies):

FLEET NATIONAL BANK, as administrative agent

Internal Address: _____

3. Nature of conveyance:

Assignment

Merger

* Security Agreement

Change of Name

Other

Street Address: 777 Main StreetCity: Hartford State: CT ZIP: 06115

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

Execution Date: December 20, 2002

4. Application number(s) or patent number(s): SEE SCHEDULE I

If this document is being filed together with a new application, the execution date of the application is: _____

Application Numbers: _____

Registration Numbers: _____

SEE SCHEDULE I

SEE SCHEDULE I

0354491

Additional numbers attached? * Yes ☐ No ☒

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

Name: Robert E. Rude IIInternal Address: Mayer, Brown, Rowe & MawStreet Address: 1909 K Street, NWCity: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved: 65

_____ 5 _____

7. Total fee (37 CFR 3.41) \$200.00

* Enclosed (Check No. 2129)

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(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.*Robert E. Rude II
Name of Person SigningKSR II
SignatureJanuary 8, 2003
Date

Total number of pages including cover sheet, attachments and documents : 6

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SCHEDULE I
to Patent Security Agreement

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
United States	D354,491	1/24/95	Counting Balance

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
United States	09/794,687	2/27/01	Electronic Force Sensing Shock Resistant Load Cell
United States	09/954,450	9/10/01	Multiple Load Sensing Multi-Load Cell Scale and Method
United States	60/349,864	1/17/02	Integrated Element Scale
United States	10/124,861	4/17/02	Integrated Element Scale

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Title</u>
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Item B. Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Agreement*"), dated as of December 30, 2002, is made between Weigh-Tronix, Inc., a Delaware corporation (the "*Grantor*"), and FLEET NATIONAL BANK, in its capacity as Administrative Agent (the "*Administrative Agent*") under that certain Second Amended and Restated Credit Agreement, dated as of November 7, 2002 (as amended, restated or otherwise modified from time to time, the "*Credit Agreement*"), among AVERY WEIGH TRONIX, INC. ("*Holdings*"), SWT FINANCE B.V. (the "*Borrower*") and WEIGH-TRONIX CANADA, ULC ("*Weigh-Tronix Canada*"), and collectively with the Borrower, the "*Borrowers*", the several banks and other financial institutions or entities from time to time parties thereto (the "*Lenders*") and the Administrative Agent.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, the Lenders have made certain Loans and other financial accommodations to the Borrowers which remain outstanding;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of November 7, 2002 (as amended, restated or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*") in which the Grantor assigned, transferred and granted to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure the Obligations;

WHEREAS, pursuant to Section 5.5(d) of the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby assign and transfer to the Administrative Agent, and grant to the Administrative Agent, for the ratable benefit of the Lenders (and any affiliates of any Lender to which Hedge Agreement Obligations are owing), a security interest in, all of the following property (the "*Patent Collateral*"), whether now owned or any time hereafter acquired or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

- (a) (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule I, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and

continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule I, and (iii) all rights to obtain any reissues or extensions of the foregoing;

(b) all Patent Licenses, including each patent license referred to in Schedule I; and

(c) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Patent Collateral in accordance with the Credit Agreement or (ii) the payment in full of the Loans, the Reimbursement Obligations and the other Obligations (other than Borrower Hedge Agreement Obligations), the termination of the Commitments and the cancellation or cash collateralization of all Letters of Credit, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary, proper or desirable to release the Lien on the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WEIGH-TRONIX, INC.

By 
Name: G G Bowe
Title: Director

FLEET NATIONAL BANK,
as Administrative Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

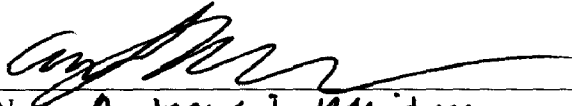
WEIGH-TRONIX, INC.

By _____

Name:

Title:

FLEET NATIONAL BANK,
as Administrative Agent

By  _____

Name: Andrew J. Heidman

Title: VP