

02-05-2003

2-5-03

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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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):

Newcor, Inc.

2-5-03

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Patent, Trademark and License Mortgage

01/31/2003

Execution Date: \_\_\_\_\_

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

Name: Congress Financial Corporation  
(Central), as agent

Internal Address: \_\_\_\_\_

Street Address: 150 South Wacker Drive  
Suite 2200City: Chicago State: IL Zip: 60606Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 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) \_\_\_\_\_

See Attached Exhibit A

Additional numbers attached? ☒ Yes ☐ No

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

Name: \_\_\_\_\_

RETURN TO:

FEDERAL RESEARCH CORP

1000 15<sup>th</sup> STREET NW

SUITE 920

Street Address: WASHINGTON DC 20005

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and patents involved: 287. Total fee (37 CFR 3.41).....\$ 1120<sup>00</sup>☐ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Elizabeth M. Jensen

Name of Person Signing

Signature

02/03/2003

Date

Total number of pages including cover sheet, attachments, and documents: 16

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

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

02/06/2003 GTON11 00000035 6506998

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PATENT  
REEL: 013712 FRAME: 0480

EXHIBIT A

Newcor, Inc. - Patents

PATENT	STATUS	REG. NO.	COMMENTS
Projection welding of an aluminum sheet	Registered	6506998	Assignee-At-Issue: Newcor, Inc.
Steering column boot	Registered	RE 33701	Assignee-After-Issue: Newcor, Inc.
Low inertia bearing for resistance seam welding wheel	Registered	6323453	Assignee-At-Issue: Newcor, Inc.
Projection welding of an aluminum sheet	Registered	6281466	Assignee-At-Issue: Newcor, Inc.
Method and apparatus of projection welding	Registered	6054668	Assignee-After-Issue: Newcor, Inc.
Integrated low inertia projection welding head and cylinder	Registered	6037558	Assignee-After-Issue: Newcor, Inc.
Resistance heating process and apparatus	Registered	5744773	Assignee-After-Issue: Newcor, Inc.
Welding gun for projection welding	Registered	5714730	Assignee-After-Issue: Newcor, Inc.
Method of manufacturing flanged shafts	Registered	5611136	Assignee-After-Issue: Newcor, Inc.
Interior line-shaft driven powered roller conveyor	Registered	5485911	Assignee-After-Issue: Newcor, Inc.
Method of manufacturing flanged shafts	Registered	5448820	Assignee-After-Issue: Newcor, Inc.
Ccctrl system for power driven conveyor line	Registered	5318167	Assignee-After-Issue: Newcor, Inc.
Cushioned stop for powered conveyor	Registered	5168976	Assignee-After-Issue: Wilson Automation, a division of Newcor, Inc.
Electroplating apparatus with improved current collector	Registered	5164059	Assignee-At-Issue: Newcor, Inc.
Mash seam weld sheet splicer	Registered	5131581	Assignee-At-Issue: Newcor, Inc.
C-frame sheet splicer	Registered	5125554	Assignee-At-Issue: Newcor, Inc.
Steering column boot	Registered	4826466	Assignee-After-Issue: Newcor, Inc.
Continuous motion circumferential seam welder	Registered	4661673	Assignee-After-Issue: Newcor, Inc.
Resistance welding system for projection welding	Registered	4417122	Assignee-After-Issue: Newcor, Inc.
Hydraulic cycloidal drive	Registered	4136519	Assignee-At-Issue: Newcor, Inc.
Limited torque drive roller	Registered	4103516	Assignee-At-Issue: Newcor, Inc.
Diode stack with degmented mounting plate	Registered	3927355	Assignee-At-Issue: Newcor, Inc.
Sheet thickness detector and attachment locator	Registered	3816697	Assignee-At-Issue: Newcor, Inc.
DC can welder	Registered	3632949	Assignee-At-Issue: Newcor, Inc.
Strip positioning device	Registered	3618844	Assignee-At-Issue: Newcor, Inc.
Template follwer	Registered	3594539	Assignee-At-Issue: Newcor, Inc.

PATENT	STATUS	REG. NO.	COMMENTS
Magnetic clamp construction	Registered	3582609	Assignee-At-Issue: Newcor, Inc.
Stress relieving feature on strip welders	Registered	3564189	Assignee-At-Issue: Newcor, Inc.

## PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Agreement") made as of this 31<sup>st</sup> day of January, 2003, by Newcor, Inc., a Delaware corporation, with its principal business and chief executive office at 4850 Coolidge Highway, Ste 100, Royal Oak, MI 48073 ("Mortgagor") in favor of Congress Financial Corporation (Central), as agent ("Mortgagee") for itself and certain other lenders ("Lenders"), with an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606:

### WITNESSETH

WHEREAS, Mortgagor, Corunna Realty Corp., a Michigan corporation ("Corunna"), Deckerville Realty Corp., a Michigan corporation ("Deckerville Realty"), Walkerton Realty Corp., an Indiana corporation ("Walkerton Realty"), Blackhawk Realty Corp., an Iowa corporation ("Blackhawk Realty"), Deco Technologies, Inc., a Michigan corporation ("Deco Technologies"), Deco Engineering, Inc., a Michigan corporation ("Deco Engineering"), Plastronics Plus, Inc., a Wisconsin corporation ("Plastronics"), Rochester Gear, Inc., a Michigan corporation ("Rochester"), Turn-Matic, Inc., a Michigan corporation ("Turn-Matic"), Blackhawk Engineering, Inc., an Iowa corporation ("Blackhawk"), Machine Tool & Gear, Inc., a Michigan corporation ("MTG"), Midwest Rubber & Plastic, Inc., a Michigan corporation ("Midwest Rubber"), Boramco, Inc., an Indiana corporation ("Boramco"), Clifford Realty Corp., a Michigan corporation ("Clifford"), East Troy Realty Corp., a Wisconsin corporation ("East Troy"), and Bay City Real Estate Corp., a Michigan corporation, Mortgagee and Lenders are parties to a certain Loan and Security Agreement of even date herewith, as amended and supplemented (the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, the "Financing Agreements"), which Financing Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's Obligations, Mortgagor hereby mortgages and grants a security interest to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence and during the continuance of an Event of Default, to the extent permitted by law, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations, service mark applications and brand names, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, (but not including any intent-to-use trademark applications for which a statement of use has not been filed (provided that once such statement of use is filed, such applications shall no longer be so excluded)) and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party,

whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that, except as set forth on Schedule 3:

(i) no Patent, Trademark or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark or, to the best of Mortgagor's knowledge, License been cancelled, in whole or in part and each such Patent, Trademark and License is presently subsisting;

(ii) each Patent, Trademark and License is, to Mortgagor's knowledge, valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, Trademark and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using all of the material Trademarks consistent with its reasonably commercial practice;

(v) Mortgagor has no written notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagor agrees that until Mortgagor's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license or sublicense under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees,

or fail to take any action which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Patents, registered Trademarks and material, written Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before Mortgagor's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Mortgagor shall (i) become aware of any existing Patents, registered Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new Patents, registered Trademarks or material, written Licenses, or (iii) become entitled to the benefit of any Patents, registered Trademarks or material, written Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the payment in full of Mortgagor's Obligations and the termination of the Financing Agreements. Mortgagor agrees that upon the occurrence of an Event of Default, the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Product Quality. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Obligations and termination of the Financing Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, incurred by Mortgagee in connection with 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 or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor and shall be charged against the Obligations.

10. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently (consistent with its reasonably commercial judgment) any patent, trademark or service mark applications pending as of the date hereof or hereafter until Mortgagor's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor.

11. Mortgagee's Right to Sue. After and during the continuance of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; 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. Severability. The provisions of this Mortgage 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 other clause or provision of this Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Mortgagor's Obligations shall have been paid in full and the Financing Agreements, have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

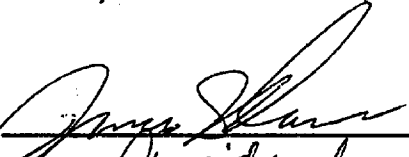
19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as

Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Financing Agreements.


IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Congress Financial Corporation (Central) as of the date first written above.

NEWCOR, INC.

By   
Its President

STATE OF New York )  
COUNTY OF New York )SS.

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 31<sup>st</sup> day of January, 2003, by James Connor, personally known to me to be the President and Treasurer of Newcor, Inc., a Delaware corporation, on behalf of such corporation.

  
Notary Public

My Commission Expires:  
NATHANAEL F. MEYERS  
Notary Public, State of New York  
No. 01ME5057478  
Qualified in New York County  
Commission Expires March 25, 1998  
2006

THIS INSTRUMENT PREPARED BY  
AND AFTER FILING RETURN TO:

Rachel Gena Chiss  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street  
Suite 3700  
Chicago, Illinois 60603  
(312) 201-4000