

11-19-02

U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Internal Address:

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

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

☐ **Change of Name**☒ Other Amendment to Patent Collateral Agreement

Execution Date: November 13 2002

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

If this document is being filed together with a new application, the execution date of the application is: 5/2/02

B. Patent No.(s)

10/137614

Additional numbers attached? ☐ Yes ☐ No

6. Total number of applications and patents involved: 1

RETURN TO:
FEDERAL RESEARCH CORP
1030 15TH STREET NW
SUITE 920
WASHINGTON DC 20005

7. Total fee (37 CFR 3.41).....\$ 40⁰⁰

☐ Enclosed

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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.

Gregory T. Pealer

Name of Person Signing

Signature _____

09/19/02

Date _____

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
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PATENT
REEL: 014011 FRAME: 0415

FIRST AMENDMENT TO PATENT COLLATERAL AGREEMENT

This First Amendment to Patent Collateral Agreement (this "*Amendment*") is dated as of November 13, 2002, between OPTRONICS PRODUCTS COMPANY, INC., an Oklahoma corporation (the "*Debtor*") and HARRIS TRUST AND SAVINGS BANK (the "*Secured Party*").

WITNESSETH

WHEREAS, the Debtor heretofore executed and delivered to the Secured Party that certain Security Agreement dated as of November 2, 2000 (the "*Original Security Agreement*"), pursuant to which, among other things, the Debtor executed and delivered to the Secured Party that certain Patent Collateral Agreement dated as of November 2, 2000, recorded on November 8, 2000, in Reel 011238, Frame 0735 with the United States Patent and Trademark Office (the "*Patent Agreement*");

WHEREAS, the Debtor and the Secured Party have agreed to amend the Original Security Agreement pursuant to an Amended and Restated Security Agreement dated as of August 30, 2002, pursuant to which, among other things, the Debtor has granted the Secured Party a security interest in certain additional patents referred to therein and, for this reason, the parties hereto desire to amend the Patent Agreement as set forth herein;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. The term "*Security Agreement*" as defined in the first paragraph of the Patent Agreement shall hereafter be deemed to refer to the Amended and Restated Security Agreement dated as of August 30, 2002, between the Debtor and the Secured Party, as the same may be amended, modified, supplemented and/or restated from to time.


3. Schedule A-1 of the Patent Agreement shall be amended and restated in its entirety and replaced with Schedule A-1 attached hereto.

Except as specifically amended herein, the Patent Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific amendment need not be made in any note, document, agreement, letter, certificate, the Patent Agreement itself, or any communication issued or made subsequent to or with respect to the Patent Agreement, it being hereby agreed that any reference to the Patent Agreement shall be sufficient to refer to the Patent Agreement as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Patent Agreement. This instrument shall be construed and governed by and in accordance with the internal laws of the State of Illinois.


This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of the date first above written

OPTRONICS PRODUCTS COMPANY, INC

By 
Name Erik E. Maurer
Title Vice President

HARRIS TRUST AND SAVINGS BANK

By 
Name JEAN R. ELIE
Title Vice President

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

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

U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED
5508894	Boat Trailer Light Assembly	4/16/96
D299550	Portable Fluorescent Light	1/24/89

PENDING U.S. PATENT APPLICATION NUMBER	TITLE OF APPLICATION	FILING DATE
09/579713	Rechargeable Spotlight	5/26/00
10/137614	Rotable Light Device and Method	5/2/02

1402798.01.02
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RECORDED: 11/19/2002

**PATENT
REEL: 014011 FRAME: 0418**