

5-15-03

**PATENT**  
**REEL: 014051 FRAME: 0568**

**SCHEDULE A-1**

**TO PATENT COLLATERAL AGREEMENT**

**Patent Number**

4751623

**Date Issued**

6/14/88

## PATENT COLLATERAL AGREEMENT

This 16th day of April, 2003, NOVO PRODUCTS, INC. a Florida corporation (the "*Debtor*"), with its principal place of business and mailing address at 24800 Denso Drive, Suite 255, Southfield, Michigan 48034 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Patent Collateral*"), to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of April 16, 2003 originally by and between Debtor and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

NOVO PRODUCTS, INC.

By Michael C. Borelli  
Name: Michael C. Borelli  
Title: Vice President

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured  
Party

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

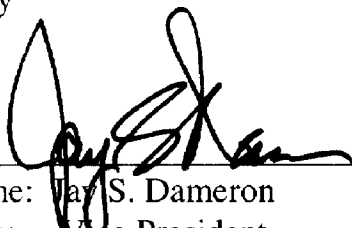
IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

NOVO PRODUCTS, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured  
Party

By  \_\_\_\_\_  
Name: Jay S. Dameron  
Title: Vice President

**SCHEDULE A-2**

**TO PATENT COLLATERAL AGREEMENT**

**PATENT LICENSES**

NONE.