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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):

Material Systems Engineering Corp.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 18, 2003

2. Name and address of receiving party(ies)

Name: Roger Kumar, Lila Kumar

Internal

Address: P.O. Box 314

Street Address: _____

City: Oldsmar State: Florida Zip: 34677

Additional name(s) and 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): 6,591,979

Additional number(s) attached ☐ Yes ☒ No

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

Name: Francine L. Hewes, Esq.

Internal Address: Shumaker, Loop & Kendrick, LLP

Street Address: 101 E. Kennedy Boulevard, Suite 2800

City: Tampa State: Florida Zip: 33602

6. Total number of applications involved: _____

7. Total fee (37 CFR 3.41) \$ 40.00

- ☒ Enclosed
☐ 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.

Francine L. Hewes
Name of Person Signing

Signature

10/09/03
Date

10

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/16/2003 ECOOPER 00000117 6591979

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made and executed as of the 18th day of Sept., 2003 by **MATERIAL SYSTEMS ENGINEERING CORP.**, a Florida corporation, having an address of 5017 N. Westshore Boulevard, Tampa, Florida 33614 ("**Debtor**") in favor of **ROGER KUMAR AND LILA KUMAR**, trustees under the Revocable Trust Agreement dated March 10, 1979 for the Roger Kumar Revocable Trust, and having an address of Oldsmar, Florida (together, the "**Secured Party**"), a security interest in the following described items (hereafter called the "**Collateral**"):

1. To secure the payments of the following obligations of Debtor to the Secured Party (the "**Obligation**"), Debtor does hereby assign, transfer, convey and set over to the Secured Party a security interest in and to the Collateral set forth in Exhibit "A" attached hereto:

(a) That certain Promissory Note issued by Debtor in favor of the Secured Party dated June 23, 2003 in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), with an interest rate of twelve percent (12%) per annum (the "**Note**");

(b) Any and all other additional indebtedness or liabilities for which Debtor is now or may become liable to the Secured Party in any manner, whether under this Security Agreement or otherwise either primarily or secondarily, absolutely or contingently, directly or indirectly, and whether matured or unmatured, regardless of how the indebtedness or liability may have been or may be acquired by the Secured Party; and

(c) Any and all extensions and renewals or substitutes for any of the foregoing indebtedness, obligations and liability or any part thereof.

2. Debtor promises promptly to pay the Obligation and the payment required thereon when due, said payments to be made to the Secured Party at such place as the Secured Party may direct in writing from time to time.

3. Debtor represents, warrants and agrees as follows:

(a) Debtor's chief place of business is 5017 N. Westshore Boulevard, Tampa, Florida 33614, and Debtor shall promptly give the Secured Party written notice of any change. The security interest granted herein shall attach to said Collateral no matter where it may be located.

(b) Debtor is and will be the absolute owner of the Collateral free of any encumbrance or claim except for the security interest of the Secured Party, and Debtor, at its expense, shall defend against all claims and demands of any person at any time claiming any interest in the Collateral adverse to the Secured Party.

(c) Debtor has full corporate power and authority to grant the security interest granted herein.

(d) Debtor has not granted or been granted any licenses which relate to the Collateral.

(e) The Secured Party shall have a first priority perfected security interest in the Collateral located in the United States and/or in respect to which a security interest may be granted under applicable law of the United States and any states thereof, including without limitation, the UCC and the United States Patent Act of 1972, as applicable, *provided, however*, that the Secured Party, to the extent necessary or appropriate under applicable law, shall make the necessary filings with the United States Patent and Trademark Office ("USPTO") contemplated by this Security Agreement within three months from the date hereof to perfect its security interest in the Collateral so that such filings serve as notice to any and all subsequent purchasers for a valuable consideration of the Secured Party's interest in and to the Collateral.

(f) Except for any security interest in favor of the Secured Party, Debtor has not granted or given and shall not grant or give a security interest in or to the Collateral to anyone other than the Secured Party. Upon demand, Debtor agrees to execute and deliver to the Secured Party such further agreements, assignments, instruments and documents, and to do all such other things as the Secured Party may reasonably deem necessary or appropriate to assure the Secured Party its security interest hereunder. Upon Debtor's failure to do so, the Secured Party may sign any such further agreements, assignments, instruments and documents or other papers on behalf of Debtor. Debtor hereby agrees that a carbon, photographic or other reproduction of this Security Agreement or any such further agreements, assignments, instruments and documents are sufficient for filing by the Secured Party in order to secure its interest in the Collateral without prior notice thereof to Debtor wherever the Secured Party reasonably deems necessary or desirable to perfect or protect the security interest granted hereby.

(g) Debtor, at Debtor's expense, shall take all commercially reasonable steps in any proceeding before the USPTO to (1) diligently protect, defend and maintain the validity and enforceability of the Collateral, including payment of maintenance fees, and participation in infringement, interference, invalidity and/or cancellation proceedings; and (2) detect infringements of the Collateral.

(h) Debtor shall not use the Collateral or permit the Collateral to be used in violation of (1) any provision of the Note, this Security Agreement or any other agreement between the parties, or (2) any applicable law, rule or regulation or contract obligation of Debtor.

(i) Debtor shall pay when due all taxes and assessments and discharge any liens upon the Collateral or its use. If Debtor fails to pay any tax or assessment, or discharge any lien as required, the Secured Party may at its option pay or discharge the same, though not required to do so, and Debtor shall reimburse the Secured Party on demand for any payment with interest at the rate of six percent (6%) per annum from date of payment.

(a) Failure to make prompt payment when due of any payments required under the Obligation or failure to perform any of the agreements or provisions contained or referred to in this Security Agreement, the Note, and any other agreements executed with reference to this Security Agreement or in any instrument evidencing the Obligation;

(b) Any warranty, representation or statement contained in this Security Agreement or made or furnished to the Secured Party by or on behalf of Debtor in connection with this Security Agreement or to induce the Secured Party to enter into the Note or this Security Agreement proves to have been false in any material respect when made or furnished;

(c) Sale, assignment or use except as authorized by this Security Agreement, destruction or encumbrance of or to the Collateral or the filing of suit for the purpose of or the making of any levy, seizure, or attachment thereof or thereon;

(d) At any time, in the opinion of the Secured Party the financial condition of the Debtor becomes impaired or the Collateral becomes insufficient or whenever the Secured Party feels insecure for any reason whatsoever; or

(e) Debtor's dissolution or other termination of existence, merger or consolidation with another, insolvency, forfeiture of right to do business, business failure, appointment of a receiver or any part of the property of, the calling of any meeting of or the assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or Guarantor, or any other guarantor or surety for Debtor, whether voluntary or involuntary.

5. Remedies Upon Default.

(a) Upon the occurrence and during the continuation of any Event of Default, the Secured Party shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral) and other applicable laws, rules and regulations, and further the Secured Party may, without demand and without advertisement, notice, hearing or process of law to the extent permitted by applicable law, of which Debtor hereby waives to the extent permitted by applicable law, at any time or times:

(1) collect, receive, appropriate or realize upon the Collateral or otherwise foreclose or enforce the Secured Party's security interest in the Collateral in any manner not prohibited by applicable laws, rules or regulations or in this Security Agreement;

(2) sell, assign or otherwise dispose of the Collateral held by or for it at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Secured Party deems advisable, in its sole discretion. If

postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Secured Party may further postpone such sale by announcement made at such time and place.

(b) After deducting all costs and expenses of every kind incurrent or incidental to the retaking, holding, advertising, preparing for sale or selling, leasing or otherwise disposing of the Collateral or in any way relating to the Secured Party's rights, including without limitation, attorneys' fees, legal expenses, and costs of any repairs considered necessary by the Secured Party, all of which costs and expenses Debtor agrees to pay, the Secured Party may apply the net proceeds of any sale, lease or other disposition of the Collateral at any time received by the Secured Party to payment of the Obligation, whether due or not, making proper rebate for any unearned interest or discount, and only after full payment of the Obligation and any other payments the Secured Party may be required by law to make, need the Secured Party account to Debtor for any surplus. Debtor shall remain liable to the Secured Party for the payment of any deficiency with interest at the rate of six percent (6%) per annum.

(c) Whenever an attorney is used to collect any Obligation, whether by suit or other means, Debtor agrees to pay a reasonable attorneys' fee and legal expenses. Debtor also agrees to pay the Secured Party's attorney a reasonable fee for enforcing against third parties any other rights of the Secured Party pertaining hereto, including the Secured Party's defending against any claim pertaining to the Collateral.

(d) No act, delay, omission or course of dealing between Debtor and the Secured Party will be a waiver of any of the Secured Party's rights or remedies under this Security Agreement, and no waiver, change, modification or discharge in whole or in part of this Security Agreement or of any Obligation will be effective unless in a writing signed by the Secured Party. A waiver by the Secured Party of any rights or remedies under the terms of this Security Agreement or with respect to any Obligation on any occasion will not be a bar to the exercise of any right or remedy on any subsequent occasion. All rights and remedies of the Secured Party hereunder are cumulative and may be exercised singly or concurrently and the exercise of any one or more of them will not be a waiver of any other. The rights specified in this Security Agreement are in addition to those otherwise created.

(e) In the event Debtor has an order for relief under Title 11 of the United States Code or its amendments, revisions, replacements or any such law, the Debtor agrees and consents to the entry of an order to allow the Secured Party to institute or continue any foreclosure suit in a court of competent jurisdiction.

6. General Provisions.

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Obligations have been fully paid and satisfied. Upon such termination of this Security Agreement, the Secured Party shall, upon the request and at the expense of Debtor, forthwith release its security interest

EXHIBIT A
SECURED COLLATERAL

PATENTS

<u>Title of Invention:</u>	<u>Patent No.:</u>	<u>Issue Date:</u>	<u>Inventor:</u>	<u>Assignee:</u>
Sanitary Conveyor Frame	6,591,979	July 15, 2003	D. Karpy	Material Systems Engineering Corp.