



12-05-2003



12.3.03

Form PTO-1595  
(Rev. 10/02)REC-102616760  
**PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

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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):

Cintex Limited

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 07/15/1999

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

Name: The Governor and Company of the Bank of Scotland, as Security Trustee

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

Street Address: Fifth Floor, Broad Street House,  
55 Old Broad Street

London EC2P 2HL England

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

Additional 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) 5,304,927Additional numbers attached? ☐ Yes ☒ No

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

Name: Claudette Williams

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

Street Address: Sullivan & Worcester LLP

1290 Avenue of the Americas

City: New York State: NY Zip: 101046. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

**DO NOT USE THIS SPACE**

## 9. Signature.

Claudette Williams

Name of Person Signing

Claudette Williams  
SignatureDecember 1, 2003

Date

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

12/04/2003 6TON11 00000154 5304927

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231**PATENT**  
**REEL: 014743 FRAME: 0378**

## Collateral Assignment of Patents

THIS COLLATERAL ASSIGNMENT OF PATENTS (this "Assignment") made as of this 15 day of July, 1999, by Cintex Limited ("Assignor"), in favor of The Governor and Company of the Bank of Scotland, as Security Trustee under the Facilities Agreement referred to below (the "Assignee");

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Guarantee and Debenture dated May 25, 1999 (as the same may be amended or otherwise modified from time to time, the "Security Agreement") pursuant to which the Assignor has granted to the Assignee a security interest in substantially all of Assignor's assets including, without limitation, its patents and patent applications, to secure all obligations of the Assignor under the Senior Finance Documents (as defined therein), including without limitation all obligations under the Facilities Agreement dated May 25, 1999 (collectively, the "Obligations");

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, Assignor agrees as follows:

1. Incorporation of Senior Finance Documents. The Senior Finance Documents 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 Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants to Assignee, and hereby affirms its prior grant pursuant to the Senior Finance Documents of, a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Restrictions on Future Agreements. Assignor agrees that until Assignor's Obligations shall have been satisfied in full and the Senior Finance Documents shall have been terminated, Assignor shall not, without the prior written consent of Assignee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect

to any Patent, and Assignor 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 Assignee under this Assignment.

4. Royalties; Terms. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the Patents, and (ii) the payment in full of the Obligations and the termination of the Senior Finance Documents. Assignor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Assignee of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Assignee to Assignor.

5. Release of Assignment. This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Senior Finance Documents, Assignee shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Senior Finance Documents.

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

7. Assignee's Right to Sue. After the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 7.

8. Waivers. No course of dealing between Assignor or Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Senior Finance Documents 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.

9. Severability. The provisions of this Assignment 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 Assignment in any jurisdiction.

10. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

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

12. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its successors, nominees and assigns.

13. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

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

15. Further Assurances. Assignor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Assignee shall reasonably request from time to time in order to carry out the purpose of this Assignment and agreements set forth herein.

16. Survival of Representations. All representations and warranties of Assignor contained in this Assignment shall survive the execution and delivery of this Assignment and shall be remade on the date of each borrowing under the Senior Finance Documents.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above written.

CINTEX LIMITED

By: P. Shepherd  
Name: R. J. SHAPHERD  
Title: Secretary

Date: 15 July 1999

Witness: CE Abbott

Name:

CE ABBOTT

# **SCHEDULE A**

## **PATENTS**

<b>Invention Title</b>	<b>U.S. Patent No.</b>	<b>Issue Date</b>
<b>Method and Apparatus for Monitoring a Series of Products</b>	<b>5,304,927</b>	<b>April 19, 1994</b>

**SCHEDULE A**  
**(to Collateral Assignment of Patents)**

11.577046.1

**PATENT**  
**REEL: 014743 FRAME: 0383**

Digipat, Inc.  
2001 Jefferson Davis Highway  
Suite 1111  
Arlington, Virginia 22202

Certification of Hand Delivery

The undersigned hereby certifies that a Collateral Assignment of Patents made by Cintex Limited in favor of The Governor and Company of the Bank of Scotland, together with a Patent Recordation Cover Sheet (a total of six (6) pages), were delivered by hand to the United States Patent and Trademark Office, for recordation on the 3 day of December, 2003.

William Rhodes  
Name: William Rhodes  
Title: OPERATIONS MANAGER

Date: 12-3-03