01-22-2004

Form PTO-1595 U.S. DEPARTMENT OF COMMERCE 02651114 U.S. Patent and Trademark Office (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Antares Capital Corporation The D.S. Brown Company Internal Address: Additional name(s) of conveying party(ies) attached? Yes V No 3. Nature of conveyance: Merger Assignment Street Address: 311 South Wacker Drive, Change of Name Security Agreement **Suite 6400** Other City: Chicago State: IL Zip: 60606 11/05/2003 Execution Date: Additional name(s) & address(es) attached? Yes Vo 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:\_\_ B. Patent No.(s) 4780021 A. Patent Application No.(s) 5509243 5664378 Additional numbers attached? Yes No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 4 concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$\_ Name: ☐ Enclosed Attn: Penelope J.A. Agodoa Interna Federal Research Company, LLC Authorized to be charged to deposit account 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700 8. Deposit account number: Street Address:\_\_\_\_ \_\_\_\_\_State: Zip: DO NOT USE THIS SPACE 9. Signature. Sharan S. Patterse 1/21/2004 Sharon S. Patterson Name of Person Signing Date Total number of pages including cover sheet, attachments, and documents:

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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: 014892 FRAME: 0349

#### ASSIGNMENT FOR SECURITY

### Patents

WHEREAS, The D.S. Brown Company, an Ohio corporation ("Assignor") owns the patents and patent applications, and the inventions disclosed or claimed therein, and in all continuations, extensions, divisions, renewals, substitutes or reissues thereof, listed on the annexed <u>Schedule A</u> (the "Patents").

WHEREAS, Assignor is obligated to Antares Capital Corporation ("Assignee") under various promissory notes issued in connection with that certain Amended and Restated Credit Agreement dated as of January 3, 2001 by and among Assignor, Assignee and the other parties thereto (as the same has been or may be amended, supplemented or otherwise modified from time to time), and has entered into that certain Security Agreement dated as of March 27, 1998 by and among Assignor, Assignee and the other parties thereto (as reaffirmed on January 3, 2001 and as the same has been or may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a pledge of and security interest in, all right, title and interest of Assignor in and to the Patents and similar legal protection, both domestic and foreign, including all continuations, extensions, divisions, renewals, substitutes or reissues thereof, and all proceeds thereof, including, without limitation, all income, royalties, fees, damages and payments with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringement and proceeds of sale or other disposition thereof (the "Patent Collateral") to secure the payment of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee a pledge of and security interest in the Patent Collateral to secure prompt payment of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the pledge of 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 hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the  $5^{7h}$ day of November, 2003.

ASSIGNOR

The D.S. Brown Company

Kirk Feuerbach, President

## ACKNOWLEDGMENT

State of Ohio

) ss:

County of Lucas )

On this, the  $5^{\prime\prime\prime}$  day of November, 2003, before me, a Notary Public, the undersigned officer, personally appeared Kirk Feuerbach, who acknowledged himself to be the President of The D.S. Brown Company, an Ohio corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing on behalf of said corporation in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

JULIA EILEEN BENZIGER

Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 O.R.C.

# Schedule A to Assignment of Security

### PATENT COLLATERAL OF THE D.S. BROWN COMPANY

### U.S. Patent No.

- 1. US Patent 4,780,021 Method of converting an existing steel grid deck into an Exodermic deck.
- 2. US Patent 4,865,486 A "weldless" Exodermic deck.
- 3. US Patent 5,509,243 An improved Exodermic deck, eliminating the need for tertiary bars.
- 4. US Patent 5,664,378 Similar to 5,509,243, but additionally disclosing the use of holes or dovetails, etc. to lock the steel grid to the reinforced concrete slab.
- 5. Canadian Patent 1,286,137 corresponding to US Patent 4,780,021.
- 6. Canadian Patent 1,299,418 corresponding to US Patent 4,865,486.
- 7. European Patent EP0740723 corresponding to US Patent 5,509,243.
- 8. Mexican Patent 200971 corresponding to US Patent 5,509,243.
- 9. Canadian Patent Pending Application No. 2181554 corresponding to US Patent 5,509,243.
- 10. Canadian Patent Pending Application No. 2239727 corresponding to US Patent 5,664,378.
- 11. Mexican Patent 209026 corresponding to US patent 5,664,378.
- 12. Austria Patent E191762 corresponding to US Patent 5,509,243.
- 13. Belgium Patent EP0740723 corresponding to US Patent 5,509,243.
- 14. France Patent EP0740723 corresponding to US Patent 5,509,243.
- 15. Germany Patent 69516267.5-8 corresponding to US Patent 5,509,243.
- 16. Ireland Patent EP0740723 corresponding to US Patent 5,509,243.
- 17. Italy Patent EP0740723 corresponding to US Patent 5,509,243.
- 18. Spain Patent EP0740723 corresponding to US Patent 5,509,243.
- 19. Switzerland Patent EP0740723 corresponding to US Patent 5,509,243.

United Kingdom Patent EP0740723 corresponding to US Patent 5,509,243. 20.

**RECORDED: 01/22/2004**