

03-18-2004



3/18/04

Tab settings

To the Honorable Commissioner of Patents and Trademarks 102698212

the attached original documents or copy thereof.

1. Name of conveying party(ies): 3.18.04
New Castle Industries, Inc.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other Patent Collateral Agreement

Execution Date: March 5, 2004

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

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)

See Schedule A attached hereto

B. Patent No.(s)

See Schedule A attached hereto

Additional numbers attached? ☐ Yes ☐ No

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

Name: E

Internal Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address:

City: State: ZIP:

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41): \$360.00

- ☐ 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.

Elizabeth Szklarz

Name of Person Signing

Elizabeth Szklarz

Signature

March 10, 2004

Date

Total number of pages including cover sheet, attachments, and document: 3

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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

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

U.S. PATENT NUMBERS

| U.S. PATENT NUMBER | TITLE OF PATENT | DATE ISSUED |
|-----------------------|--|-------------|
| 6,672,753 | Apparatus for plasticating thermoplastics | 1/6/04 |
| 6,453,713 | Deflection dampening apparatus for a roll used to process uniformly flat products | 9/24/02 |
| 6,488,399 | Apparatus for plasticating thermoplastics | 12/3/02 |
| 6,497,508 | Plasticating process, apparatus and screw with mixing | 12/24/02 |
| 5,246,056 | Multi carbide alloy for bimetallic cylinders | 9/21/93 |
| 5,023,145 | Multi carbide alloy for bimetallic cylinders | 7/11/91 |
| 4,639,143 | Extrusion screw | 1/27/87 |
| 5,567,448 | Method for preparing a Feed Screw for processing Plastics | 10/22/96 |
| 4,679,294 | Method for Making a Trimetallic Cylinder | 7/14/87 |

PATENT COLLATERAL AGREEMENT

This 5th day of March, 2004, NEW CASTLE INDUSTRIES, INC., a Pennsylvania corporation ("*Debtor*") with its principal place of business and mailing address at 1399 Countyline Road, New Castle, Pennsylvania 16107, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*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 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) 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 hereto, together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, certain other parties and Secured Party (as the same may be amended, modified or restated from time to time, the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement.

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

NEW CASTLE INDUSTRIES, INC.

By 

Name Walter G. Cox, Jr.

Title Chief Executive Officer

HARRIS TRUST AND SAVINGS BANK

By _____

Name _____

Title _____

PATENT COLLATERAL AGREEMENT

This 5th day of March, 2004, NEW CASTLE INDUSTRIES, INC., a Pennsylvania corporation ("*Debtor*") with its principal place of business and mailing address at 1399 Countyline Road, New Castle, Pennsylvania 16107, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*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 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) 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 hereto, together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, certain other parties and Secured Party (as the same may be amended, modified or restated from time to time, the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement.

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

NEW CASTLE INDUSTRIES, INC.

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK

By Thomas G. Karle
Name Thomas G. Karle
Title Vice President

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