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OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



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FEET

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AIRPAX CORPORATION, LLC

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

05/14/2004

Execution Date:

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, as Agent

Internal Address: Suite 4400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60661

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) 09/641,648;

10/289,503; 11/175,719

B. Patent No.(s) See Attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman

Suite 1800

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and patents involved: 51

7. Total fee (37 CFR 3.41).....\$ 2,040.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Signature

05/19/2004

Date

05/27/2004 LMUELLER 00000017 09641648

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2040.00

documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT

REEL: 015334 FRAME: 0885

## Schedule to Patent Security Agreement

### U.S. Patent Registrations

TITLE	SERIAL NO.	DATE FILED	PATENT NO.	ISSUE DATE
Coin drop mounting mechanism	07/352,589	5/15/89	4,903,816	2/27/90
Electrical Switch Exaction Handle with Lockout	09/846,702	4/30/01	6,365,851	4/2/02
Parallel Contact Circuit Breaker	09/830,173	4/23/01	6,420,948	7/16/02
Linear temperature sensor	09/364,464	7/30/99	6,345,238	2/5/02
Intelligent input/output temperature sensor and calibration method therefor	09/151,305	9/11/98	6,283,628	9/4/01
Trip Indicating Circuit Breaker	09/533,841	3/23/00	6,246,304	6/12/01
Toggle Switch Stop	09/177,963	10/23/98	6,160,227	12/12/00
Correction circuit for linearizing output of temperature sensor and method of construction	09/116,799	7/16/98	6,099,163	8/8/00
AC Current Sensor Having High Accuracy and Large Bandwidth	09/310,698	5/7/99	6,094,044	7/25/00
High temperature lockout and thermostat	09/222,396	12/29/99	6,072,680	6/6/00
Parallel Contact Circuit Breaker	09/176,169	10/21/98	6,034,586	3/7/00
Mid Trip Stop for Circuit Breaker	09/174,165	10/16/98	6,031,438	2/29/00
Field Strength Gap Tester	08/990,873	12/15/97	6,008,661	12/28/99
Locking Plate for Stab Terminal for Front Access Circuit Breaker	713,376	9/13/96	5,744,768	4/28/98
Hermitically Sealed Package for a High Power Hybrid Circuit	08/284,965	8/2/94	5,700,724	12/23/97
False Trip Resistant Circuit Breaker	576,550	12/21/95	5,684,443	11/4/97
Electronic Processing Unit and Circuit Breaker Including Such a Unit	366,149	12/28/94	5,627,717	5/6/97
Isolated current sensor for DC to high frequency applications	08/159,394	11/30/93	5,552,979	9/3/96
DC Rated Circuit Breaker with Arc Suppressor	69,958	5/28/93	5,463,199	10/31/95
Circuit Breaker	082,323	6/24/93	5,293,016	3/8/94
Trip Link and Inter-Pole Link for a Circuit Breaker	814,975	12/23/91	5,214,402	5/25/93
Magnetic Blow Out Circuit Breaker with Booster Loop Arc	814,974	12/23/91	5,185,590	2/9/93
Adjustable Magnetic Tripping Device and Circuit Breaker	814,972	12/23/91	5,162,765	11/10/92
Multi-Pole Circuit Breaker	526,851	5/21/90	5,117,208	5/26/92
Coin counting control apparatus for a vending machine	07/480,692	2/14/90	5,070,518	12/3/91
Circuit Breaker	651,115	2/5/91	5,066,935	11/11/91
Circuit Breaker	07/189,790	5/3/88	4,926,157	5/15/90
Electronic Coin Counting Control	07/294,965	1/6/89	4,903,282	2/20/90
Housing for Bimetallic Thermal Switch	06/363,678	3/30/82	4,504,814	3/12/85
Circuit Breaker	848,169	5/22/86	4,885,558	12/5/89
Multi-pole Circuit Breaker System with Differential Pole	120,479	11/13/87	4,882,557	11/21/89

TITLE	SERIAL NO.	DATE FILED	PATENT NO.	ISSUE DATE
Thermal Circuit Breaker CARDGARD	039,299	4/20/87	4,806,899	2/21/89
Thermostat for board mounting	07/116,602	11/2/87	4,795,997	1/3/89
Auxiliary Switch Actuator Mechanism	06/852,147	4/15/86	4,707,674	11/17/87
Assembly for packaging microcircuits having gold plated grounding and insulating leads, and method	06/772,074	9/3/85	4,706,382	11/17/87
Miniature thermal switch elongated bimetallic element	06/712,457	3/15/85	4,660,016	4/21/87
Simple thermostat for dip mounting	06/786,776	10/11/85	4,620,175	10/28/86
Grommet Unit and Motor Having Such Unit	06/758,575	7/24/85	4,591,747	5/27/86
Mounting Means and Method of Affixing a Drop of Coin Mechanism	06/501,931	6/7/83	4,545,474	10/8/85
Snap In Panel Mounted Circuit Breaker	624,296	6/25/84	4,587,391	5/6/86
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Circuit Breaker Provided with Collapsible Telescoping	06/076,668	9/18/79	4,291,291	9/22/81
Circuit Breaker Handle	06551,129	11/10/83	D278,896	5/21/85
Circuit breaker handle	06/193,479	10/3/80	D274,326	6/19/84
Circuit Breaker Case	06/486,450	4/20/83	D281,156	10/29/85
Ornamental Design - Toggle Switch Stop	29/096,842	11/20/98	D448,008	9/18/01
Snap Action Circuit Breaker	06/187,996	9/17/80	RE31690	10/2/84

## **PATENT SECURITY AGREEMENT**

**WHEREAS**, AIRPAX CORPORATION, LLC, a Delaware limited liability company ("**Grantor**"), owns the Patent, Patent registrations, and Patent applications listed on **Schedule 1** annexed hereto, and is a party to the Patent licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor, as Borrower, has entered into a Credit Agreement dated as of May 14, 2004 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), and such Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of a Borrower Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent registrations, Patent applications and Patent licenses, together with the goodwill of the business symbolized by Grantor's Patents, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, continuations or extensions thereof) and Patent applications referred to in **Schedule 1** annexed hereto, all patentable inventions and all inventions and improvements described and claimed thereon and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, Patent registration and Patent application;
- (2) each Patent license and all of the goodwill of the business connected with the use of, and symbolized by, each Patent license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent or Patent registration including, without limitation, the Patents and Patent registrations referred to in **Schedule 1** annexed hereto, the Patent registrations issued with respect to the Patent applications referred in **Schedule 1** and the Patents licensed under any Patent license, or (b) injury to the goodwill associated with any Patent, Patent registration or Patent licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the

obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the 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.

-Remainder of Page Intentionally Left Blank-  
[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on this 14<sup>th</sup> day of May, 2004.

**AIRPAX CORPORATION, LLC,**  
a Delaware limited liability company

By: Michael V. Rabasca  
Name: Michael V. Rabasca  
Title: Secretary

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

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

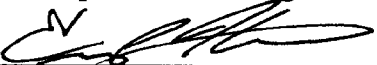
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**AIRPAX CORPORATION, LLC,**  
a Delaware limited liability company

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

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:   
Name: Eric P. Hansen  
Title: \_\_\_\_\_ Director

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Snap Action Circuit Breaker	06/187,996	9/17/80	RE31690	10/2/84

**U.S. Patent Applications**

<b>TITLE</b>	<b>FILING DATE</b>	<b>APPLICATION NO.</b>
Improved Miniature Thermostat	8/18/00	09/641,648
Circuit breaker	6/19/02	175,719 Pub. 2002 0196108 A1
Improved contact spring for miniature thermostat	11/6/02	10/289,503 Pub. 2003 0085791 A1