

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Assembly & Test Worldwide, Inc.	02/08/2005

RECEIVING PARTY DATA	
Name:	FB Commercial Finance, Inc.
Street Address:	11901 Olive Boulevard
City:	Saint Louis
State/Country:	MISSOURI
Postal Code:	63141

PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	5553490
Patent Number:	5417109
Patent Number:	RE34715
Patent Number:	5226311
Patent Number:	5012749
Patent Number:	5469741
Patent Number:	4869300
Patent Number:	6453546
Patent Number:	5070599
Patent Number:	4847988
Patent Number:	6422418
Patent Number:	6651842
Patent Number:	6758320

CORRESPONDENCE DATA

CH \$520.00 5553490

Fax Number: (314)615-6001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-615-6272

Email: ip@gjn.com

Correspondent Name: Thomas E. Nutter

Address Line 1: 101 South Hanley Road

Address Line 2: Suite 1600

Address Line 4: Saint Louis, MISSOURI 63105

NAME OF SUBMITTER:

Thomas E. Nutter

Total Attachments: 14

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**PATENT, TRADEMARK AND LICENSE COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Assignment") is made as of the 8th day of February, 2005, by and between **FB Commercial Finance, Inc.**, a Missouri corporation ("Lender") with an office located at 11901 Olive Blvd., St. Louis, MO 63141, and **Assembly & Test Worldwide, Inc.**, a Delaware corporation ("Assignor"), with an office at 313 Mound Street Dayton, OH 45407.

WITNESSETH:

WHEREAS, pursuant to the terms of a certain Credit and Security Agreement, dated as of even date herewith (the "Credit Agreement") by and between Lender and Assignor, Assignor has mortgaged, pledged and granted to Lender a lien on and security interest in substantially all of Assignor's assets, including all right, title and interest of Assignor in and to all of Assignor's patents, tradenames, trademarks and licenses, whether presently existing or hereafter arising or acquired, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the patents, trademarks and licenses, to secure the payment of all amounts owing by Assignor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and all the terms and provisions thereof, including without limitation, the terms defined therein, are hereby incorporated herein in their entirety by this reference thereto.

2. Assignment of Patents, Tradenames, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Credit Agreement):

A. Assignor hereby grants to Lender a security interest in and to all of the following, whether now owned or existing or hereafter acquired:

(i) Assignor's patents and patent applications, whether United States or foreign, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Schedule A**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (c) subject to the provisions of paragraph 11, the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and

applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) Assignor's technical information and know-how relating to processes, procedures, inventions, machines or trade secrets used in connection with the Patents; and

(iii) Assignor's license agreements relating to or involving any of the Patents or technical information described in clauses (A)(i) or (A)(ii) with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Patent Licenses"); and

B. Assignor hereby grants to Lender a security interest in the following property, whether now owned or existing or hereafter acquired:

(i) Assignor's tradenames, trademarks, trademark registrations, service marks, service mark registrations, and trademark and service mark applications, including, without limitation, the tradenames, trademarks, service marks and registrations and applications listed on **Schedule B** attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Assignor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) (all of the foregoing tradenames, trademarks, trademark registrations, service marks, service mark registrations and applications, together with the items described in clauses (a)-(e) are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) To the extent Assignor includes as Eligible Inventory under the Credit Agreement Inventory that contains or incorporates or to which is affixed any of the trademarks, service marks, tradenames or other items described in clause (B)(i) (the "Incorporated Marks"), the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

3. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Patent Licenses, Incorporated Marks and Trademark Licenses listed on Schedules A,

B, and C, respectively, constitute all of the issued patents and patent applications now owned by Assignor and all of the Trademark Licenses covering Incorporated Marks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patent, tradename, trademark, service mark, registration, application, license or license renewal with respect to any present or future Incorporated Marks (collectively, the "Future Rights"), the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof. Assignor hereby authorizes Lender to modify this Assignment by amending Schedules A, B or C, as applicable, to include any Future Rights. Assignor agrees to execute all documents necessary to record or preserve Lender's interest in all Future Rights added to Schedules A, B or C pursuant to this paragraph 3.

4. Royalties. Assignor hereby agrees that the rights to use by Lender of each Patent as described above shall be as extensive as the rights of Assignor to use such Patent or Patent License and without any liability for royalties or other related changes from Lender to Assignor, subject, however, to the provisions of paragraph 7.

5. Term. The term of the assignment of the various interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Patents, Patent Licenses, Trademarks and Trademark Licenses assigned hereunder, or (ii) the date on which the Obligations have been satisfied in full and the Credit Agreement has been terminated.

6. Assignor's Right of Continued Use. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Credit Agreement), Assignor may continue to exercise its rights under the Patent Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents. So long as such right shall exist, Lender shall not exercise any right under or with respect to any Patent or Patent License except as provided in paragraph 10 hereof. From and after the occurrence of an "Event of Default" (as defined in the Credit Agreement) and upon notice by Lender to Assignor, Assignor's rights with respect to the Patents and Patent Licenses as set forth in this paragraph 6 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Assignor's records concerning the Patents or Patent Licenses may be located.

7. Assignor's Right to Use Trademarks and Trademark Licenses. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Credit Agreement), Assignor reserves the exclusive right, subject to Lender's security interest, to own and use the Incorporated Marks and to exercise all rights derived from the Trademark Licenses. Assignor agrees to undertake all necessary acts to maintain and preserve the Incorporated Marks and the rights under the Trademark Licenses, including, but not limited to, (i) filing affidavits of use and incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065), (ii) filing renewal applications, and (iii) initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who in the reasonable discretion of Assignor seriously threaten the rights of Assignor in or the validity of the Incorporated Marks, provided, however, that Assignor shall not be required to undertake any specific necessary act described in this sentence so long as it obtains Lender's prior written

approval, which shall not be unreasonably withheld. Assignor agrees not to sell, assign or encumber its interest in, or grant any licenses (except in the ordinary course of business) under the Incorporated Marks or Trademark Licenses without the prior written consent of Lender. From and after the occurrence of an Event of Default and upon notice by Lender to Assignor, Assignor's exclusive rights to own and use the Incorporated Marks and Trademark Licenses as set forth in this paragraph 7 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Assignor's records concerning the Incorporated Marks or Trademark Licenses may be located.

8. Termination of Security Interest. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to terminate its security interest in the Patents, Patent Licenses, Trademarks and Trademark Licenses, subject to any disposition thereof, after an Event of Default, which may have been made by Lender pursuant hereto or pursuant to the Credit Agreement.

9. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any application for registration of any trademark or service mark pending as of the date hereof or thereafter until termination of the Credit Agreement, (ii) to make application on the Assignor's unpatented but patentable inventions and for Assignor's trademarks and service marks, as is appropriate in the Assignor's good faith judgment, and (iii) to use its reasonable efforts to preserve and maintain all rights in patent applications of the Patents, and in Trademarks, provided, however, that Assignor shall not be required to take any specific action described in this sentence so long as it obtains Lender's prior written approval, which shall not be unreasonably withheld. Any expenses incurred in connection with such applications shall be borne by the Assignor. In any suit to enforce any Patent License, Trademark License, Patent or Trademark, Lender shall, at the expense and request of Assignor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Assignor in connection with such suit.

10. Lender's Right to Sue. At any time after the occurrence and during the continuance of an "Event of Default" (as defined in the Credit Agreement), Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Patent Licenses, Trademark Licenses, and Trademarks (but, in the case of licenses, only to the extent not in conflict with the terms thereof) and, if Lender shall commence any such suit, Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 10.

11. Waivers. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement 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.

12. 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.

13. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Effect on Credit Agreement. All of Lender's rights and remedies with respect to the Patents, Patent Licenses, Trademarks and Trademark Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor and Lender acknowledge and agree that this Assignment is not intended to limit, restrict or expand in any way the rights and remedies of Lender under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

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

16. Governing Law. This Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri.

17. Conflict of Terms. Except as otherwise explicitly provided in this Assignment, if any provision contained in this Assignment is in conflict with or inconsistent with any provision in the Credit Agreement, the provisions contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.


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(Signature page for Patent, Trademark and License Collateral Assignment)

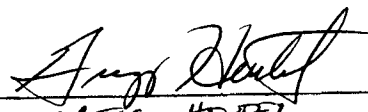
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ASSEMBLY & TEST WORLDWIDE, INC.

By: 
Name: Richard Glennon
Title: President and Chief Financial Officer

Agreed and Accepted as of this 7 day of February, 2005.

FB COMMERCIAL FINANCE, INC.

By: 
Name: GREGG HENTEL
Title: VICE PRESIDENT

SCHEDULE A
TO PATENT, TRADEMARK AND LICENSE SECURITY COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

Patents

Assembly Technology & Test, Inc.

<i>Country</i>	<i>Ref. No.</i>	<i>Status</i>	<i>Serial No.</i>	<i>Patent No.</i>	<i>Title</i>	<i>Assignee</i>
JAPAN	716096.	ISSUED	26127/85	1916232	FUEL INJECTION SYSTEM MONITORING EQUIPMENT	Assembly Technology & Test Limited (do not have file)
U.S.		ISSUED	08/211,735	5,553,490	VOLUMETRIC METERING EQUIPMENT	Assembly Technology & Test Limited
U.S.	716096.838	ISSUED	08/129,449	5,417,109	METHODS AND APPARATUS FOR TESTING ENGINES	Assembly Technology & Test Inc.
U.S.	716096.	ISSUED	484,361	Re.34,715	MULTIFUNCTION FLUID CHARGING DEVICE	Assembly Technology & Test Inc.
CANADA	716096.811	PENDING	2,132,160		METHODS AND APPARATUS FOR TESTING ENGINES	Assembly Technology & Test, Inc.; Lucas Automation & Control Engineering, Inc.
U.S.	716096.837	ISSUED	07/686,165	5,226,311	FLUID FLOW GENERATING APPARATUS	Assembly Technology & Test Inc.
U.S.	716096.836	ISSUED	595,692	5,012,749	RADIO CONTROLLED MATERIAL HANDLING APPARATUS	Assembly Technology & Test Inc.
JAPAN	716096.826	ISSUED	237782/94	2,865,574	METHODS AND APPARATUS FOR TESTING ENGINES	Assembly Technology & Test Inc.
U.S.	716096.839	ISSUED	08/079,459	5,469,741	APPARATUS AND METHODS FOR DETECTING IMBALANCE	Assembly Technology & Test Inc.
MEXICO	716096.829	ISSUED	9407520	187979	METHODS AND APPARATUS FOR TESTING ENGINES	Assembly Technology & Test, Inc.; Lucas Automation & Control Engineering, Inc.

<i>Country</i>	<i>Ref. No.</i>	<i>Status</i>	<i>Serial No.</i>	<i>Patent No.</i>	<i>Title</i>	<i>Assignee</i>
U.S.	716096.	ISSUED	95,641	4,869,300	MULTIFUNCTION FLUID CHARGING DEVICE	Lucas Hartridge, Inc.
GERMANY	716096.815	PENDING	P4434695.6	P4434695.6	METHODS AND APPARATUS FOR TESTING ENGINES	Assembly Technology & Test, Inc.; Lucas Automation & Control Engineering, Inc.
SOUTH KOREA	716096.827	ISSUED	24920/94	255218	METHOD AND APPARATUS FOR TESTING ENGINES	Assembly Technology & Test, Inc.; Lucas Automation & Control Engineering, Inc.
EP	716096.	ISSUED	95117416.8	707143	VOLUMETRIC METERING EQUIPMENT	Assembly Technology & Test, Inc.
France		ISSUED	9411738	2710748	IC ENGINE TESTING APPARATUS	Assembly Technology & Test, Inc.; Lucas Automation & Control Engineering, Inc.
United Kingdom		ISSUED	9418481	2282411	IC ENGINE TESTING APPARATUS	Assembly Technology & Test, Inc.; Lucas Automation & Control Engineering, Inc.
Italy		ISSUED	94MI1996	1271232	IC ENGINE TESTING APPARATUS	Assembly Technology & Test, Inc.; Lucas Automation & Control Engineering, Inc.
Sweden		ISSUED	943249	508964	IC ENGINE TESTING APPARATUS	Assembly Technology & Test, Inc.; Lucas Automation & Control Engineering, Inc.
Spain		ISSUED	942048	2112736	IC ENGINE TESTING APPARATUS	Assembly Technology & Test, Inc.; Lucas Automation & Control Engineering, Inc.
WIPO		PENDING	200301054		VOLUMETRIC MEASURING MEANS FOR FUEL INJECTOR	Assembly Technology & Test, Ltd.

Advanced Assembly Automation, Inc.

<i>Country</i>	<i>Ref. No.</i>	<i>Status</i>	<i>Serial No.</i>	<i>Patent No.</i>	<i>Title</i>	<i>Assignee</i>
U.S.	716096.804	PENDING	09/675,723	6,453,546	APPARATUS AND METHOD FOR ASSEMBLING MULTI-PISTON COMPRESSORS	Advanced Assembly Automation, Inc.

Mid-West Automation Systems, Inc.

Country	Status	Serial No.	Patent No.	Title	Assignee
US	ISSUED	07/584,768	5,070,599	AUTOMATIC FLIP-TOP CAP CLOSING AND TESTING MACHINE	Mid-West Automation Systems, Inc.
US	ISSUED	07/251,193	4,847,988	AUTOMATIC FLIP TOP CAP COVER MACHINE	Mid-West Automation Systems, Inc.

DT Industries, Inc.

Country	Status	Serial No.	Patent No.	Title	Assignee
US	ISSUED	679,073	6,422,418	ARTICLE DISPENSING MACHINE AND METHOD	DT Industries, Inc.
US	ISSUED	109,681	6,651,842	ARTICLE DISPENSING MACHINE AND METHOD	DT Industries, Inc.
Japan	ISSUED	98175047	11104983	KINEMATIC MOUNT FOR ROBOT TYPE MANIPULATOR	DT Industries, Inc.
EP	ISSUED	2002258708	1321665	TESTER FOR MOTOR VEHICLE INTERNAL COMBUSTION ENGINE INJECTOR	DT Assembly & Test Europe, Ltd.
United Kingdom	PENDING	200325184		AN AUTOMOTIVE FUEL INJECTOR LEAK TESTER	DT Assembly & Test Europe, Ltd.

Type: Serial No.: Atty. Docket No.: Filing Date: Title:	Provisional 60/368,938 202190-9001 03/29/2002 PALLET POSITIONING SYSTEM
Type: Serial No.: Atty. Docket No.: Filing Date: Title:	Provisional 60/383,816 202190-9002 05/29/2002 APPLIANCE FOR PRODUCING MULTI-AXIS AND MULTI- PLANAR MOTION
Type: Serial No.: Atty. Docket No.: Filing Date: Title:	Utility 10/234,460 202190-9004 09/04/2002 PALLET POSITIONING SYSTEM
Type: Serial No.: Atty. Docket No.: Filing Date: Title:	Provisional 60/413,226 202190-9005 09/24/2002 PALLET LOCATOR SYSTEM

Type:	Provisional
Serial No.:	60/413,224
Atty. Docket No.:	202190-9006
Filing Date:	09/24/2002
Title:	LINEAR MOTOR POSITIONING DEVICE WITH EXTENSIBLE COIL

SCHEDULE B
TO PATENT, TRADEMARK AND LICENSE SECURITY COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

Trademarks

Assembly Technology & Test, Inc.

Country	Trademark	Serial/Reg. No.	Status
Mexico	LOGITRACK IC 6	616019	Registered
Mexico	IC 9	617123	Registered
Mexico	IC 12	614816	Registered
South Korea		0477794	Registered
Japan		1720189	Abandoned
United States	ATT	1,182,793	Cancelled
Brazil		821371100	Abandoned
India		852180	Abandoned
Mexico		374776	Abandoned

Mid-West Automation Systems, Inc.

Country/State	Trademark	Serial/Reg. No.	Status
United States	MID-WEST (Registrant: Mid-West Automation Systems, Inc.)	1,394,647	Registered
United States	MID-WEST AUTOMATION	1,268,904	Registered
United States	MWA and Design	1,274,792	Registered
Illinois	MID WEST	51342	Registered
Illinois	MID WEST	51343	Registered
Illinois	MID-WEST AUTOMATION SYSTEMS, INC.	51341	Registered
Illinois	MID-WEST AUTOMATION	51338	Expired
Illinois	MID-WEST AUTOMATION, INC.	51340	Expired
Illinois	MID WEST AUTOMATION	51339	Expired

DT Industries, Inc.

Country	Trademark	Serial/Reg. No.	Status
United States	OSCAR and Design	2,487,260	Registered
United States	ATT	2,387,040	Registered
United States	ATT	75/610,691	Abandoned
United States	PICKY VICKY (Stylized)	1,445,282	Cancelled

United States	BENINI	73/356,510	Abandoned
Canada	ATT	100952200	Abandoned
European Union	ATT	1121714	Registered

Detroit Tool and Engineering Co.

Country	Trademark	Serial/Reg. No.	Status
United States	CYCLONE and Design	973,319	Expired
United States	PORTASEP	76/535,941	Pending

Advanced Assembly Automation, Inc.

Country	Ref. No.	Status	Serial No.	Patent No.	Title	Assignee
U.S.	716096.804	PENDING	09/675,723	6,453,546	APPARATUS AND METHOD FOR ASSEMBLING MULTI-PISTON COMPRESSORS	Advanced Assembly Automation, Inc.

Mid-West Automation Systems, Inc.

Country	Status	Serial No.	Patent No.	Title	Assignee
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DT Industries, Inc.

<i>Country</i>	<i>Status</i>	<i>Serial No.</i>	<i>Patent No.</i>	<i>Title</i>	<i>Assignee</i>
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Type: Serial No.: Atty. Docket No.: Filing Date: Title:	Provisional 60/368,938 202190-9001 03/29/2002 PALLET POSITIONING SYSTEM
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Type: Serial No.: Atty. Docket No.: Filing Date: Title:	Utility 10/234,460 202190-9004 09/04/2002 PALLET POSITIONING SYSTEM
Type: Serial No.: Atty. Docket No.: Filing Date: Title:	Provisional 60/413,226 202190-9005 09/24/2002 PALLET LOCATOR SYSTEM
Type: Serial No.: Atty. Docket No.: Filing Date: Title:	Provisional 60/413,224 202190-9006 09/24/2002 LINEAR MOTOR POSITIONING DEVICE WITH EXTENSIBLE COIL

SCHEDULE C
TO PATENT, TRADEMARK AND LICENSE SECURITY COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

Licenses Related to Incorporated Marks

None.

CH2\1198649.3