

10-5-04
10-12-2004

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION
PAT



102856451

To the Director of the U.S. Patent and Trademark Office. Please record the attached documents at the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Dallman Industrial, LLC

Execution Date(s) August 25, 2004

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Fifth Third Bank

Internal Address: _____

Street Address: Fifth Third Center

21 East State Street

City: Columbus

State: OH

Country: US Zip: 43215

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

4,681,044; 5,299,511; D361,192; 5,440,999; D375,606; 5,611,288; D382,596; D392,907; D382,908; D383,500; 5,673,815; D386,881; D388,227; D388,228; 5,794,547; D400,684; 6,000,806; D421,826; D423,181; and D446,377;

Additional numbers attached? ☐ Yes ☒ No

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

Name: Courtney J. Miller

Internal Address: _____

Street Address: 1100 Fifth Third Center

21 East State Street

City: Columbus

State: OH Zip: 43215

Phone Number: (614) 621-7015

Fax Number: (614) 621-0010

Email Address: cmiller@calfee.com

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 03-0172

Authorized User Name Calfee, Halter & Griswold

9. Signature:

Courtney J. Miller
Signature

October 4, 2004

Date

Courtney J. Miller

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 19

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

10/12/2004 6TOM11 00000010 030172 4681044
01 FC:8021 800.00 BA

PATENT
REEL: 015861 FRAME: 0189

PATENT, TRADEMARK AND
LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") is made by DALLMAN INDUSTRIAL, LLC, an Ohio limited liability company ("Grantor"), in favor of FIFTH THIRD BANK ("Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to a certain Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), which Credit Agreement provides (i) for the Grantee to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Grantee of a security interest in certain of Grantor's assets, including, without limitation, certain of its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, service names, trademarks, trademark applications, trade names, goodwill and licenses.

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, Grantor agrees as follows:

1. Security Interest in Patents. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Credit Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto, 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 or future infringements thereof, (c) 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"); and

(B) license agreements, whether Grantor 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 Credit Agreement) now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as

the "Licenses"); provided that the Licenses shall not include any of the foregoing to the extent that, and for so long as, such Licenses are subject to a Valid Restriction (as defined in the Credit Agreement).

2. Security Interest in Trademark and Goodwill. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Credit Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto, 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 payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(B) the goodwill of Grantor's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks.

3. Restrictions on Future Assignments. Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, except as otherwise permitted under the Credit Agreement Grantor will not, without Grantee's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement other than a license to a customer in the ordinary course of business) and Grantor further agrees that it will 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 Grantee under this Agreement.

4. New Patents, Trademarks, and Licenses. Grantor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses now owned by Grantor. If Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee as attorney in fact to modify this Agreement by amending

Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 1 and 2 above or under this Paragraph 4, and to file or refile this Agreement with the United States Patent and Trademark Office.

5. Representations and Warranties. Grantor represents and warrants to and agrees with Grantee that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part except as would not reasonably be expected to have a Material Adverse Effect;

(ii) Each of the Patents and Trademarks is valid and enforceable except as would not reasonably be expected to have a Material Adverse Effect;

(iii) Grantor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(iv) This Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which Grantor is bound. Upon the occurrence of and during the continuance of an Event of Default, Grantor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Grantee as assignee of Grantor's entire interest;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition by Grantor of any of the Patents, Trademarks and Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than liens permitted under the Credit Agreement; and

(vi) Except as would not reasonably be expected to result in a Material Adverse Effect, the Licenses are valid and binding agreements enforceable according to their terms. Except as would not reasonably be expected to result in a Material Adverse Effect, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

6. Terms. The term of the security interests granted herein shall extend until the earlier of the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or the Obligations have been paid in full and the Credit Agreement has been terminated.

7. Contingent Assignment. The Grantor has executed in blank and delivered to the Grantee an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Trademarks") and an assignment of federally registered

patents in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Grantor hereby authorizes the Grantee to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Grantee's remedies under this Agreement.

8. Duties of Grantor. Grantor shall have the duty (to the extent consistent with reasonable business practices) to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark to the extent such abandonment would reasonably be expected to have a Material Adverse Effect.

9. Documents. Grantor will execute and deliver to Grantee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Grantee may reasonably require for the purpose of confirming Grantee's interest in the Patents, Trademarks and Licenses.

10. Grantee's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Grantee shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Paragraph 10.

11. Waivers. No course of dealing between Grantor and Grantee nor any failure to exercise nor any delay in exercising, on the part of Grantee, 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 Agreement 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 Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

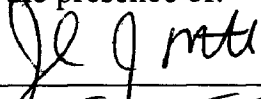
14. Cumulative Remedies; Effect on Credit Agreement. All of Grantee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement or any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

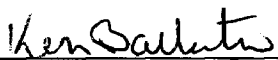
15. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the local laws of the State of Ohio.

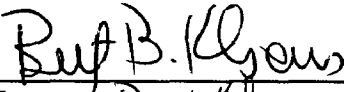
IN WITNESS WHEREOF, Grantor, by its duly authorized officer, has executed this Agreement as of the 25 day of August, 2004.

Signed and acknowledged
in the presence of:


Name: JOSEPH J MENTU

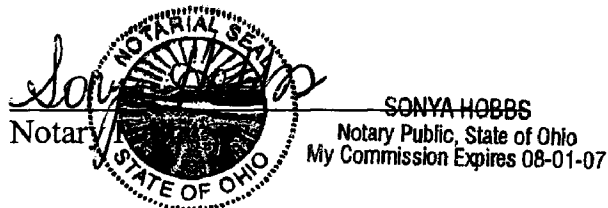

Name: Kevin Ballentine

DALLMAN INDUSTRIAL LLC


Name: Bret Klaus
Title: Managing Member

STATE OF Ohio)
) ss:
COUNTY OF Franklin)

The foregoing Patent, Trademark and License Security Agreement was executed and acknowledged before me this 25 day of August, 2004, by Bret Klisares, the ~~Managing Member~~ of Dallman Industrial LLC, on behalf of the limited liability company.



Accepted

FIFTH THIRD BANK

By: [Signature]
Vice President, Fifth Third Bank

SCHEDULE A
(Patents)

Patents Owned:

1. Patent No. 4,681,044, dated July 21, 1987 for Access Door System.
2. Patent No. 5,299,511, dated April 5, 1994 for Bellcrank Assembly for Moving an ATM Module.
3. Patent No. D361,192, dated August 8, 1995 for Automatic Teller Machine Cabinet.
4. Patent No. 5,440,999, dated August 15, 1995 for Modular Transport System for an Automatic Teller Machine.
5. Patent No. D375,606, dated November 12, 1996, for Automatic teller Machine Cabinet.
6. Patent No. 5,611,288, dated March 18, 1997 for Modular Transport System for an Automatic Teller Machine.
7. Patent No. D382,596, dated August 19, 1997 for Display Apparatus.
8. Patent No. D382,907, dated August 26, 1997 for Display Apparatus.
9. Patent No. D382,908, dated August 26, 1997 for Display Apparatus.
10. Patent No. D383,500, dated September 9, 1997 for Design for a Display Apparatus.
11. Patent No. 5,673,815, dated October 7, 1997 for Material Dispenser.
12. Patent No. D386,881, dated November 25, 1997 for Automatic Teller Machine Cabinet.
13. Patent No. D388,227, dated December 23, 1997 for Automatic Teller Machine Cabinet.
14. Patent No. D388,228, dated December 23, 1997 for Automatic Teller Machine Cabinet.
15. Patent No. 5,794,547, dated August 18, 1998; for Modular Transport System for an Automatic Teller Machine.
16. Patent No. D400,684, dated November 3, 1998 for Automatic Teller Machine Cabinet.
17. Patent 6,000,806, dated December 14, 1999 for Lighting apparatus for ATM Kiosk. Patent.
18. No. D421,826, dated March 21, 2000 for Light Fixture for an ATM Kiosk or Surround.
19. Patent D423,181, dated April 18, 2000 for Automatic Teller Machine Surround.

20. Patent D446,377, dated August 7, 2001 for ATM Surround.

{#1167216 V1 - DALLMAN IP SECURITY AGREEMENT;2}

PATENT
REEL: 015861 FRAME: 0197

SCHEDULE B
(Trademarks)

Trademarks Owned:

	<u>Reg. Number</u>	<u>Registration Date</u>	<u>Mark</u>
1.	2310677	January 25, 2000	(guardian light fixture design)

SCHEDULE C
(License Agreements)

1. Borrower licenses various trademarks and other Intellectual Property from Rhino Linings USA pursuant to a Rhino Linings USA, Inc. Vendor/Purchaser Agreement for Dallman Industrial Corporation, dated September 25, 2001.
2. Borrower licenses all third party Intellectual Property incorporated into the services provided under the Services Agreement, dated September 5, 2003, between Bank One and Dallman Industrial Corporation to Bank One.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Dallman Industrial LLC, a limited liability company organized and existing under the laws of the State of Ohio, having a place of business at 7676 Zionsville Road, Indianapolis, Indiana 46268 (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Trademarks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Trademarks, together with (a) the registrations of and registration applications for the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of June, 2004.

DALLMAN INDUSTRIAL LLC

Name: _____
Title: _____

The foregoing assignment of the Trademarks and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, _____.

[Assignee] _____

By: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

On this the ____ day of June, 2004, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of Dallman Industrial LLC and that being duly authorized (s)he signed such instrument as a free act on behalf of Dallman Industrial LLC.

Notary Public

[Seal}

My commission expires: _____

ANNEX

Trademark or Service Mark Registrations--
United States Patent and Trademark Office

	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
1.	2310677	January 25, 2000	(light fixture design)

Pending Trademark or Service Mark Applications
United States Patent and Trademark Office

	<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
None			

EXHIBIT 2

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, Dallman Industrial LLC, a limited liability company organized and existing under the laws of the State of Ohio, having a place of business at 7676 Zionsville Road, Indianapolis, Indiana 46268 (the "Assignor"), has adopted and used and is using the patents (the "Patents") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Patents in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents, together with (a) the registrations of and registration applications for the Patents, (b) the goodwill of the business symbolized by and associated with the Patents and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents or the registrations thereof or such associated goodwill.

This Assignment of Patents (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of June, 2004_.

DALLMAN INDUSTRIAL LLC

Name: _____
Title: _____

The foregoing assignment of the Patents and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, ____.

[Assignee] _____

By: _____

Title: _____

)
) **SS:**
)

) SS:
)

Notary Public

My commission expires: _____

ANNEX

Issued Patents--

United States Patent and Trademark Office

	<u>Patent No.</u>	<u>Issue Date</u>	<u>First Inventor</u>
1.	4,681,044	07/21/1987	Ernest R. Dallman
2.	5,299,511	04/05/1994	Ernest R. Dallman
3.	Des. 361,192	08/08/1995	Ernest R. Dallman
4.	5,440,999	08/15/1995	Ernest R. Dallman
5.	Des. 375,606	11/12/1996	Ernest R. Dallman
6.	5,611,288	03/18/1997	Ernest R. Dallman
7.	Des. 382,596	08/19/1997	Ernest R. Dallman
8.	Des. 382,907	08/26/1997	Ernest R. Dallman
9.	Des. 382,908	08/26/1997	Ernest R. Dallman
10.	Des. 383,500	09/09/1997	Ernest R. Dallman
11.	5,673,815	10/07/1997	Ernest R. Dallman
12.	Des. 386,881	11/25/1997	Ernest R. Dallman
13.	Des. 388,227	12/23/1997	Ernest R. Dallman
14.	Des. 388,228	12/23/1997	Ernest R. Dallman
15.	5,794,547	08/18/1998	Ernest R. Dallman
16.	Des. 400,684	11/03/1998	Ernest R. Dallman
17.	6,000,806	12/14/1999	Ernest R. Dallman
18.	Des. 421,826	03/21/2000	Ernest R. Dallman
19.	Des. 423,181	04/18/2000	Ernest R. Dallman
20.	Des. 446,377	08/07/2001	Ernest R. Dallman

Pending Patent Applications--

United States Patent and Trademark Office

	<u>Serial No.</u>	<u>Filing Date</u>	<u>First Inventor</u>
none			