

Form PTO-1596 (Rev. 09/04)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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

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

Ryan International Corporation

Execution Date(s) 08/17/2005

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

2. Name and address of receiving party(ies)

Name: Middlesex Savings Bank

Internal Address: _____

Suite 203

Street Address: _____

200 Baker Avenue

Concord

City: _____

MA

State: _____

01742

Country: USA

Zip: _____

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

3. Nature of conveyance:

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/442,147 10/315,114
10/972,328
60/622,697
60/634,995
60/700,394

Additional numbers attached? Yes No

B. Patent No.(s)

5,552,788
5,388,047
6,223,123
6,347,849

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

Name: Stacey C. Friends, Esq.

Internal Address: _____

RUBERTO, ISRAEL & WEINER, P.C.

Street Address: 100 North Washington Street

City: Boston

State: MA

Zip: 02114-2128

Phone Number: 617. 742. 4200

Fax Number: 617. 742. 2355

Email Address: trademark@riw.com

6. Total number of applications and patents involved:

10

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 400.00

- 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 501715

Authorized User Name Robert Marotta

9. Signatures

Stacey C. Friends Signature

August 23, 2005

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 10

Documents to be recorded (including cover sheet) should be filed to (703) 301-8935, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22304-1480

CH \$400.00 501715 10442147

PATENT SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of August 17, 2005, by and between Ryan International Corporation, an Ohio corporation having its principal place of business at 4800 Evanswood Drive, Columbus, Ohio 43229 (the "Borrower"), and Middlesex Savings Bank, a Massachusetts Banking Corporation with a usual place of business at 200 Baker Avenue, Suite 203, Concord, Massachusetts 01742 ("Bank").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Bank as follows:

1. **Grant of Security Interest.** Borrower hereby grants to Bank a first priority security interest in, and conditionally assigns, but does not transfer title to Secured party, all of Borrower's right, title and interest in and to the following (collectively, the "Collateral") to secure payment and performance of all obligations of Borrower to Bank whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitation, those liabilities of Borrower to Bank pursuant to a Loan and Security Agreement (All Assets) of even date, between Bank, Borrower and Avidyne Corporation (the "Loan Agreement") (collectively, the "Obligations").

The Collateral shall consist of the following:

(a) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights and rights to extend such patents and patent rights;

(b) All of Borrower's right, title and interest, in and to the patents and patent applications listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Borrower or in the name of Bank for past, present and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(d) All general intangibles relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. **Warranties and Representations.** Borrower hereby warrants and represents to Bank the following:

(a) A true and complete schedule setting forth all patents and patent applications owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the patents is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the patents are invalid or unenforceable, or that the use of any patents violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the patents and patent applications, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the patents;

(e) Except for the filing of a financing statement with the Secretary of State of Delaware under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

3. After-Acquired Patent Rights. If Borrower shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, divisional or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new patents. Borrower shall bear any expenses incurred in connection with future applications for patent.

4. Litigation and Proceedings. Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of the patents, its right to apply for the same, or its right to keep and maintain such patent rights.

5. Power of Attorney. Borrower grants Bank power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Bank's discretion to take any action and to execute any instrument which Bank may deem necessary or advisable to

accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

- (a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use or maintain the Collateral;
- (b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;
- (c) To file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

7. **Events of Default.** Any of the following events shall be an Event of Default:

- (a) Borrower fails to make any payment of principal or interest or any other payment on any Obligation when due and payable, by acceleration or otherwise; and
- (b) the occurrence of an Event of Default as that term is defined in the Loan Agreement.

8. **Specific Remedies.** Upon the occurrence of any Event of Default:

- (a) Bank may cease advancing money or extending credit to or for the benefit of Borrower under the Loan Agreement or under any other agreement between Borrower and Bank.
- (b) Bank may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower;
- (c) Bank may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of Borrower then or thereafter held with Bank, including amounts represented by certificates of deposit;
- (d) Bank may notify licensees to make royalty payments on license agreements directly to Bank;
- (e) Bank may sell or assign the Collateral at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;
- (f) If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Bank at such sale.

9. **Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

RYAN INTERNATIONAL CORPORATION

By: [Signature]
Samuel Dinnar, President

MIDDLESEX SAVINGS BANK

By: [Signature]
Van E. Driessen, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, Boston ss,

On this 17th day of August, 2005, before me, the undersigned notary public, personally appeared Samuel Dinnar, as President of Ryan International Corporation, a corporation, proved to me to be the person whose name is signed on the preceding or attached document, through satisfactory evidence of identification, namely, a driver's license issued by the Commonwealth of Massachusetts bearing the photographic image of the face and signature of Samuel Dinnar, and acknowledged to me that he signed it voluntarily for its stated purpose.



CHRISTOPHER CARMODY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 27, 2008

[Signature]
Notary Public
My Commission Expires: 10/27/08

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SCHEDULE A
TO A PATENT SECURITY AGREEMENT
BETWEEN RYAN INTERNATIONAL CORPORATION (Borrower)
AND
MIDDLESEX SAVINGS BANK (Bank)
DATED: AUGUST 17, 2005

ISSUED PATENTS (USA)

Application or Patent Number	Issue Date	Title
5,552,788	September 3, 1996	Antenna arrangement and aircraft collision avoidance system
5,388,047	February 7, 1995	Aircraft traffic alert and collision avoidance device
6,223,123	April 24, 2001	Improved directional finding
6,347,549	February 19, 2002	Enhancement of storm location from a single moving platform
10/442,147	May 21, 2003	Method & apparatus for predicting runway incursions
10/972,328	October 26, 2004	Method & apparatus for predicting runway incursions
60/622,697	October 28, 2004	Method of compensating for phase ambiguity in magnetic field antennas used for LORAN-C
60/634,995	December 13, 2004	Method of compensating for phase ambiguity in magnetic field antennas used for LORAN-C
60/700,334	July 29, 2005	Processing and display of weather data to show lightning
10/315,114	December 10, 2004	Method & device for protection against runway incursions