



03-28-2006

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



103205585  
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)**

Sinex Aviation Technologies Corporation  
11 East Superior Street, Suite 400  
Duluth, MN 55802

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 3/17/2006

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Hurlbut-Zeppa Investment Partnership No. 2

Internal Address: \_\_\_\_\_

Street Address: 394 South Lake Avenue, Suite 303

City: Duluth

State: MN

Country: USA Zip: 55802

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)

N/A

B. Patent No.(s)

See Attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Mary S. Giesler

Internal Address: \_\_\_\_\_

Street Address: 90 South Seventh Street

5500 Wells Fargo Center

City: Minneapolis

State: MN Zip: 55402

Phone Number: 612-375-1138

Fax Number: 612-375-1143

Email Address: msg@kskpa.com

**6. Total number of applications and patents involved: 11**

**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 00000102 6418361  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

3/17/2006  
Date

Greg Sandbulte, President & CEO  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT  
REEL: 017706 FRAME: 0532

**SCHEDULE A / ITEM 4**  
**RECORDATION FORM COVER SHEET**

| <b><u>Patent Number</u></b> | <b><u>Date Issued</u></b> | <b><u>Name</u></b>   |
|-----------------------------|---------------------------|--|
| US 6,418,361 B2             | 07/09/02                  | Aircraft Maintenance Tracking System   |
| US 6,442,459 B1             | 08/27/02                  | Dynamic Aircraft Maintenance<br>Management System                            |
| US 6,571,158 B2             | 05/27/03                  | Maintenance Tracking System  |
| US 6,580,982 B2             | 06/17/03                  | Dynamic Maintenance Management System  |
| US 6,598,940 B2             | 07/29/03                  | Maintenance Program Manager  |
| US 6,606,546 B2             | 08/12/03                  | Aircraft Maintenance Program Manager   |
| US 6,671,593 B2             | 12/30/03                  | Dynamic Aircraft Maintenance Production<br>System                            |
| US 6,684,136 B2             | 01/27/04                  | Dynamic Assignment of Maintenance Tasks to<br>Maintenance Personnel          |
| US 6,691,006 B2             | 02/10/04                  | Dynamic Assignment of Maintenance Tasks to<br>Aircraft Maintenance Personnel |
| US 6,795,578 B2             | 09/21/04                  | Aircraft Maintenance Program Manager   |
| US 6,826,461 B2             | 11/30/04                  | Dynamic Maintenance Production System  |

# PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (the "Agreement"), dated as of March 17, 2006, is entered into by and among **HURLBUT-ZEPPA INVESTMENT PARTNERSHIP NO. 2**, a Minnesota general partnership (the "**Secured Party**") and **SINEX AVIATION TECHNOLOGIES CORPORATION**, a Minnesota corporation (the "**Pledgor**").

**WHEREAS**, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith, by and among the Pledgor and the Secured Party, the Secured Party has agreed to provide certain loans to the Pledgor under the Credit Agreement and the Pledgor has agreed, among other things, to grant to the Secured Party a security interest in its patents as security for such loans and other obligations as more fully described herein.

**NOW, THEREFORE**, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.

2. To secure the payment and performance of all obligations and other liabilities of the Pledgor now or hereafter existing under the Credit Agreement and the other Loan Documents, including principal, interest, fees, expenses, costs and expenses of enforcement, and reasonable attorney's fees and expenses (collectively, the "Secured Obligations"), the Pledgor hereby grants, assigns and conveys a security interest to the Secured Party in the entire right, title and interest of the Pledgor in and to all patent applications and patents (domestic or foreign), including those listed on Schedule A, all licenses related to any of the foregoing, all proceeds thereof (including licensing royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate; all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral (collectively, the "Collateral").

3. The Pledgor covenants and warrants that:

(a) the Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Pledgor's knowledge, the Collateral is valid and enforceable;

(c) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any Liens other than Permitted Encumbrances;

(d) the Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to the Pledgor or, to the knowledge of the Pledgor, any other person that the use of any of the Collateral does or may violate the rights of any third party;

(f) that a true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

4. The Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will use and enter into agreements for the use of the Collateral only in the ordinary course of its business.

5. If, before the Secured Obligations shall have been satisfied in full, the Pledgor shall own any new patentable inventions or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Collateral or any improvement on any Collateral, the provisions of this Agreement shall automatically apply thereto, and the Pledgor shall give to the Secured Party prompt notice thereof in writing. The Pledgor and the Secured Party agree to modify this Agreement by amending Schedule A to include any future patents and patent applications, and the provisions of this Agreement shall apply thereto. Without limiting the Debtor's obligations under this Section 5, the Debtor authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights.

6. The Secured Party shall have those rights and remedies set forth in Section 6.2 of the Credit Agreement.

7. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the United States Patent and Trademark Office. In addition, the Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify the Secured Party and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

8. At such time as the Pledgor shall have indefeasibly paid in full all of the Secured Obligations, this Agreement shall terminate and the Secured Party shall execute and deliver to

the Pledgor all deeds, agreements, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to the Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto and the Credit Agreement.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the payment or discharge of any taxes, maintenance fees, encumbrances, the protection, maintenance or preservation of the Collateral, or the defense or prosecution of any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor within 30 days of demand by the Secured Party and, if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Note.

10. The Pledgor shall have the duty, through counsel reasonably acceptable to the Secured Party, to prosecute diligently any patent applications of the Collateral pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been indefeasibly paid in full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. The Pledgor shall not abandon any of the Collateral without the consent of the Secured Party (and, to the extent required, the other creditors described in Section 3(c)), which shall not be unreasonably withheld.

11. The Pledgor shall have the right, with the consent of the Secured Party (and, to the extent required, the Prior Senior Lender), which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Secured Party, if necessary, as a party to such suit so long as the Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Collateral and any licenses thereunder. The Pledgor, upon demand, shall promptly reimburse and indemnify the Secured Party for all damages, reasonable costs and expenses, including reasonable legal fees, incurred by the Secured Party as a result of such suit or joinder by the Pledgor.

12. No course of dealing between the Pledgor and the Secured Party, nor any failure to exercise nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, 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.

13. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference. Debtor acknowledges that this Agreement and the other

documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. In addition, the Secured Party may exercise and enforce any or all rights and remedies available upon default to a secured party under the UCC, subject in all events to the provisions of Section 6.2.4.2 of the Credit Agreement, and, if notice to the Debtor of any intended disposition of Collateral or other intended action is required by law in a particular instance, such notice shall be deemed to be commercially reasonable if given (in the manner specified in Section 20) at least ten (10) days prior to the date of intended disposition or other action.

14. 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 clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws principles.

18. The Pledgor acknowledges and agrees that, in addition to the other rights of the Secured Party hereunder and under the other Loan Documents, because the Secured Party's remedies at law for failure of the Pledgor to comply with the provisions hereof relating to the Secured Party's rights (i) to inspect the books and records related to the Collateral, (ii) to receive the various notifications the Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Collateral, (iv) to enforce the provisions hereof pursuant to which the Pledgor has appointed the Secured Party its attorney-in-fact, and (v) to enforce the Secured Party's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgor agrees that each such provision hereof may be specifically enforced.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

20. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 7.3 [Notices] of the Credit Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized under seal, as of the date first above written.

**HURLBUT-ZEPPA INVESTMENT  
PARTNERSHIP NO. 2**

**By: KBA Management, Inc., Managing Agent**

By: \_\_\_\_\_

Keir R. Robinson, President

**SINEX AVIATION TECHNOLOGIES  
CORPORATION**

By: \_\_\_\_\_

Greg Sandbulte,  
President and Chief Executive Officer

**SCHEDULE A  
TO  
PATENT SECURITY AGREEMENT**

| <b><u>Patent Number</u></b> | <b><u>Date Issued</u></b> | <b><u>Name</u></b>   |
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| US 6,671,593 B2             | 12/30/03                  | Dynamic Aircraft Maintenance Production<br>System                            |
| US 6,684,136 B2             | 01/27/04                  | Dynamic Assignment of Maintenance Tasks to<br>Maintenance Personnel          |
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