

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT                           |
| <b>NATURE OF CONVEYANCE:</b>   | SECURITY AGREEMENT                       |
| <b>CONVEYING PARTY DATA</b>  |  |
| <b>Name</b>  | <b>Execution Date</b>                    |
| Allied Motion Technologies, Inc.   | 05/07/2007                               |
| <b>RECEIVING PARTY DATA</b>  |  |
| <b>Name:</b>   | JPMorgan Chase Bank, N.A.                |
| <b>Street Address:</b>   | 1125 17th Street                         |
| <b>Internal Address:</b>   | 3rd Floor                                |
| <b>City:</b>   | Denver                                   |
| <b>State/Country:</b>  | COLORADO                                 |
| <b>Postal Code:</b>  | 80202                                    |
| <b>PROPERTY NUMBERS Total: 3</b>   |  |
| <b>Property Type</b>   | <b>Number</b>                            |
| Application Number:  | 11374271                                 |
| Application Number:  | 11351124                                 |
| PCT Number:  | US0608260                                |
| <b>CORRESPONDENCE DATA</b>   |  |
| <b>Fax Number:</b>   | (303)866-0200                            |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |
| <b>Phone:</b>  | 303-861-7000                             |
| <b>Email:</b>  | donald.woodworth@hro.com                 |
| <b>Correspondent Name:</b>   | Don Woodworth - Holme Roberts & Owen LLP |
| <b>Address Line 1:</b>   | 1700 Lincoln St.                         |
| <b>Address Line 2:</b>   | Suite 4100                               |
| <b>Address Line 4:</b>   | Denver, COLORADO 80203                   |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 42551-01320                              |
| <b>NAME OF SUBMITTER:</b>  | Donald Woodworth                         |

**CH \$120.00 11374271**

**Total Attachments: 6**

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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT, dated as of May 7, 2007 (this "Agreement"), is made between Allied Motion Technologies Inc., a Colorado corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative agent (together with its successor(s) thereto in such capacity, the "Secured Party"), for each of the Lenders (as defined in the Credit Agreement, defined below).

**Recitals**

A. Pursuant to that certain Credit Agreement, dated as of May 7, 2007, among Grantor, Precision Motor Technology, B.V., a Dutch Closed Company with Limited Liability ("Premotec"), and the Secured Party, as administrative agent for the Lenders, and the various financial institutions and other Persons from time to time parties thereto (the "Lenders") (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have extended commitments to make credit extensions to the Grantor and Premotec;

B. The obligation of the Lenders to make credit extensions under the Credit Agreement is subject to the condition, among others, that the Grantor secure the Secured Obligations (as defined below) in the manner set forth herein; and

C. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

**Agreement**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party and the ratable benefit of each of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in that certain Pledge and Security Agreement, dated as of May 7, 2007, by and among the Grantor, Allied Motion Control Corporation, a Colorado corporation, Computer Optical Products, Inc., a Colorado corporation, Emoteq Corporation, a Colorado corporation, Motor Products Corporation, a Delaware corporation, AMOT I, Inc., a Delaware corporation, AMOT II, Inc., a Delaware corporation, AMOT III, Inc., a Delaware corporation, Stature Electric, Inc., a Pennsylvania corporation, and the Secured Party, as administrative agent for each of the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), or, if not defined in the Security Agreement, then in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations (as defined below) in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Grantor

hereby grants to and creates in favor of the Secured Party, for its benefit and the ratable benefit of each of the Lenders, a continuing first priority Lien on and security interest in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor (the "Patent Collateral"):

(a) all of its letters patent, applications for letters patent (including applications in preparation) and like protections throughout the world, including, without limitation: (i) each patent and patent application referred to in Item A of Schedule I attached hereto, and (ii) all improvements, divisions, continuations, renewals, reexaminations, reissues, extensions and continuations-in-part of the foregoing (collectively, "Patents");

(b) all of its patent licenses and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application and for breach or enforcement of any patent license.

As used herein, "Secured Obligations" means all "Secured Obligations" under and as defined in the Credit Agreement.

**SECTION 3. Representations.** Upon the execution and delivery of this Agreement, the filing with the United States Patent and Trademark Office of this Agreement and the filing with the Colorado Secretary of State of the appropriately completed UCC-1 financing statements, the Secured Party's security interest in the Patent Collateral conferred hereby will be a valid, perfected (to the extent perfection may be achieved by a filing with the United States Patent and Trademark Office and filing with the Colorado Secretary of State of UCC-1 financing statements), first priority security interest, subject to Permitted Liens (as defined in the Security Agreement). No effective financing statement or other instrument similar in effect covering all or any part of the Patent Collateral is on file in any recording office except as provided for and permitted by the Security Agreement.

**SECTION 4. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Secured Party to file this Agreement with all offices deemed necessary by the Secured Party. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit and the ratable benefit of each of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 5. Release of Liens.** Upon payment and satisfaction in full of the Secured Obligations and the termination of the Commitments, the security interests granted herein shall automatically terminate with respect to all Patent Collateral. Upon any such disposition or

termination, the Secured Party shall, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Secured Party hereunder, and shall execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

Allied Motion Technologies Inc.

By: Richard D. Smith  
Name: Richard D. Smith  
Title: CEO

JPMorgan Chase Bank, N.A.,  
as administrative agent for the Lenders

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

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

Allied Motion Technologies Inc.

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

JPMorgan Chase Bank, N.A.,  
as administrative agent for the Lenders



By:  
Name: Karen Lowe  
Title: Senior Vice President

**SCHEDULE I  
to Patent Security Agreement**

Item A. Patents

Issued Patents

None.

Pending Patent Applications

| <u>Country</u> | <u>Application No.</u> | <u>Filing Date</u> |
|----------------|------------------------|--------------------|
| US             | 11/374,271             | 03/13/06           |
| US             | 11/351,124             | 02/09/06           |
| US             | PCT/US2006/08260       | 03/07/06           |

Patent Applications in Preparation

None.

Item B. Patent Licenses

None.