

TO: NORMAN J. HEDGES COMPANY: 300 NORTH MERIDIAN STREET

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Delaware Machinery & Tool Company, Inc.	09/28/2007
RECEIVING PARTY DATA	
Name:	First Merchants Bank
Street Address:	200 E. Jackson Street
City:	Muncie
State/Country:	INDIANA
Postal Code:	47305
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	4824351
Patent Number:	5171584
Patent Number:	5213726
Patent Number:	5244372
Patent Number:	5333488
Patent Number:	6651727
Patent Number:	6761208
Application Number:	60779249
Application Number:	11761442
CORRESPONDENCE DATA	
Fax Number:	(317)237-1000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(317) 237-0300
Email:	inteads@bakard.com
Correspondent Name:	Norman J. Hedges
Address Line 1:	300 North Meridian Street

CH \$360.00 4824351

700346323

PATENT  
REEL: 019965 FRAME: 0295

TO: NORMAN J. HEDGES COMPANY: 300 NORTH MERIDIAN STREET

Address Line 2: Suite 2700  
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: 979975-1

NAME OF SUBMITTER: Stacy A. Webb

Total Attachments: 5

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## GRANT OF SECURITY INTEREST

### (PATENTS)

THIS GRANT OF SECURITY INTEREST, dated as of September 28, 2007, is executed by DELAWARE MACHINERY & TOOL COMPANY, INC., an Indiana corporation (the "Grantor"), in favor of FIRST MERCHANTS BANK, NATIONAL ASSOCIATION (the "Lender").

A. Pursuant to that certain Credit Agreement, dated as of September 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Delaware Machinery, Inc., and B&B Tool & Die, Co., Inc. (collectively, the "Borrowers"), and the Lender, the Lender has agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein.

B. The Grantor owns the letters patent, and/or applications for letters patent, of the United States and certain foreign countries, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof (collectively, the "Patents").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement dated as of September 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender.

D. Pursuant to the Security Agreement, the Grantor has assigned and granted to the Lender a security interest in all right, title and interest of the Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Indebtedness, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further assign, transfer and convey unto the Lender and grant to the Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Indebtedness.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:

First Merchants Bank, National Association  
200 E. Jackson St.  
Muncie, IN 47305  
Attention: Chris Parker  
Tel. No. (765) 747-1500

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

DELAWARE MACHINERY & TOOL  
COMPANY, INC., an Indiana corporation

By: 

Ryan A. Haas  
Executive Vice President

**ALL-PURPOSE ACKNOWLEDGMENT**STATE OF INDIANACOUNTY OF DELAWARE

) ss.

On SEPT. 21<sup>st</sup>, 2007, before me, LISA I. FAWNS, NOTARY PUBLIC

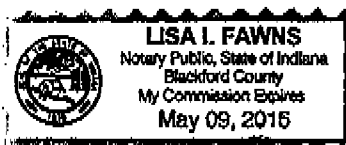
Date

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared RYAN A. HAAS, EXECUTIVE VICE PRESIDENT

Name of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY(IES) CLAIMED BY SIGNER(S)****DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual  
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited  
☐ General  
☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other: \_\_\_\_\_

Number of Pages

Date of Document

Signer is Representing:  
 Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTERESTPATENTS

Patent No.	Date Received	Description
I 4,824,351	April 25, 1989	<b>Molding and Gauging System</b> - This patent covers the invention of using a pressurized gas to measure the positions of mold faces, detecting movement or shifting of the molds, or failure, under the hostile environments of molding.
II 5,171,584	Dec 15, 1992	<b>System for Determining the Distance Between Two Solid Bodies</b> - This patent covers the invention of a special designed nozzle for the molding and gauging system to make the measurement process for accurate and reliable.
III 5,213,726	May 25, 1993	<b>Molding and Gauging Method</b> - This patent covers the invention of the calibration process and computer routines for the molding and gauging system.
IV 5,244,372	Sept 14, 1993	<b>Molding and Gauging System</b> - This patent covers the invention of adding an output signal to the molding and gauging system to establish acceptable molding conditions.
V 5,333,488	Aug 2, 1994	<b>Gauging System with Improved Setup and Operating Method</b> - This patent covers the invention of adding frustoconical valves to the airstream to allow variation in airline lengths for calibration.
VI 6,651,727	Nov 25, 2003	<b>Method and Apparatus for Injecting Molten Metal into a Mold</b> - This patent covers the invention of a venting hole in the top of the shot sleeve of a diecasting mold, which is used for decreasing porosity in the cast part.
VII 6,761,208	July 13, 2004	<b>Method and Apparatus for Diecasting a V-Block for an Internal Combustion Engine</b> - This patent covers the invention of a simple and unique method of locking the bank cores of a diecasting mold during the casting process.

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
<b>Molding and Die Casting Apparatus and Methods</b>	March 3, 2006	60/779,249
<b>Die Casting Apparatus</b>	June 12, 2007	11/761,442