

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Senior Debt)
CONVEYING PARTY DATA	
Name	Execution Date
Utility Relay Co., Ltd.	09/02/2010
RECEIVING PARTY DATA	
Name:	Fifth Third Bank
Street Address:	121 S. Main Street
Internal Address:	Attn: Ms. Linda Nuosci, Assistant Vice President
City:	Akron
State/Country:	OHIO
Postal Code:	44308
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7646575
Patent Number:	7570471
Application Number:	12614502
CORRESPONDENCE DATA	
Fax Number:	(202)533-9099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-467-8856
Email:	behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP
Address Line 1:	1909 K Street, NW -- 9th Floor
Address Line 2:	Attn: Richard S. Donnell, Esq.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	5252-694/0769/UTILITYPATE
NAME OF SUBMITTER:	Richard S. Donnell

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Total Attachments: 11

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A FIFTH THIRD BANCORP BANK**PATENT SECURITY AGREEMENT**

(Senior Debt)

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of September 2, 2010 (the "Effective Date"), is entered into by and between **UTILITY RELAY CO., LTD.**, an Ohio limited liability company ("Debtor"), whose principal place of business and mailing address is 10100 Queen's Way, Chagrin Falls, Ohio 44023, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, all of the "Patent Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. OBLIGATIONS. The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Credit Agreement dated of even date herewith by and among Debtor, a certain Affiliate of Debtor, and Lender (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").
2. PATENT COLLATERAL. The collateral in which a security interest and Lien is hereby granted (collectively, the "Patent Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing patents and patent applications, including the inventions and improvements described and claimed in those patents and patent applications and the patents listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Patents"); (b) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of each of the Patents; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Patents, including damages and payments for past or future infringements of any and all Patents; (d) all rights to sue for past, present and future infringements of any and all Patents; (e) all rights corresponding to each of the Patents throughout the world; and (f) all rights of Debtor as licensor or licensee under, and with respect to, any patents or patent applications, including the licenses listed on Schedule I and the Patent Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement, collectively, as "Patent License Rights").
3. DEFINITIONS. Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. LICENSES.

(a) Debtor shall have the absolute right in its sole discretion (without any obligation to obtain Secured Party's prior consent) to license, as licensor, on a non-exclusive basis, any Patents (a "Non-Exclusive Patent License") included in the Patent Collateral. Debtor covenants and agrees that Debtor shall not license, as licensor, on an exclusive basis, any Patents (an "Exclusive Patent License"; and collectively with Non-Exclusive Patent Licenses, the "Patent Licenses") included in the Patent Collateral without the prior written consent of Secured Party, which consent may be withheld in Secured Party's sole discretion. Each such Patent License shall be subject to the terms of this Agreement, including the termination provisions of Section 4(b).

(b) If an Event of Default occurs and is continuing, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver notice to Debtor and to each licensee under a Patent License terminating the Patent Licenses, whereupon: (i) the Patent Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Patent Licenses will revert to Debtor; and (iii) all rights of the licensees in the Patent Collateral will cease to exist and be void. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Patent Licenses will immediately revert with the licensees on the cessation of such Event of Default subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

To induce Lender to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor hereby represents to Secured Party that the following statements are as of the date hereof and as of the date that each representation and warranty set forth in the Credit Agreement is required to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted and the Liens in favor of FTMFG under the FTMFG Subordinated Debt Documents, Debtor is, and as to any property which at any time forms a part of the Patent Collateral, shall be, the owner of each and every item of the Patent Collateral, or otherwise has the right to grant a security interest in the Patent Collateral, free from any Lien or license (other than any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) Set forth in Schedule I is a complete and accurate list of all U.S. Patents and Patent License Rights owned by Debtor or, to Debtor's knowledge, in which Debtor has any rights;

(c) Each Patent is subsisting and has not been adjudged invalid, unpatentable, or unenforceable, in whole or in part, and to Debtor's knowledge, each application for any Patent is valid and patentable;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any material part of the Patent Collateral except as expressly permitted under Section 4(a);

(e) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each Patent;

(f) To Debtor's knowledge, the Patent License Rights are in full force and effect. Debtor is not in default under any of the Patent License Rights, and to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Patent License Rights;

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder; and

(h) Without limiting the generality of any other clause of this Section 5, Debtor owns all of the Patents identified on Schedule I and the names listed in the records of the United States Patent and Trademark Office for such Patents are tradenames, predecessor names or names otherwise used by Debtor or constitute typographical errors thereof. Promptly upon Secured Party's request, Debtor shall execute and deliver to Secured Party, or, as applicable, cause to be executed and delivered to Secured Party, all documents, instruments, and agreements deemed necessary or desirable by Secured Party in good faith to evidence or authenticate Debtor's ownership of such Patents or otherwise to give effect to this Section 5(h).

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS. Until the Obligations are fully paid, performed and satisfied (exclusive of any contingent obligations for indemnification for which Lender has not given notice of a claim thereof against Debtor) and this Agreement is terminated:

(a) Debtor will furnish to Secured Party upon Secured Party's request in good faith a current list of all material items of the Patent Collateral for the purpose of identifying the Patent Collateral, including any licensing of Patent Collateral, and all other information in connection with the Patent Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Patent Collateral;

(b) Should Debtor obtain an ownership interest in any U.S. Patent License Rights or U.S. Patents, which is not now identified in Schedule I, (i) Debtor will give prompt written notice to Lender, (ii) the provisions of Section 2 shall automatically apply to the Patent License Rights and Patents acquired or obtained, and (iii) each of such Patent License Rights and Patents

shall automatically become part of the Patent Collateral under this Section 6(b). Debtor authorizes Lender to modify this Agreement by amending Schedule I to include any Patents and Patent License Rights which become part of the Patent Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Patent and to pursue each item of Patent Collateral, including the payment of maintenance fees, and the participation in interference and infringement proceedings. To the extent necessary to the conduct of its business as currently operated, Debtor agrees to take corresponding steps with respect to each new or other Patent and application for Patent to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any item of Patent Collateral or (ii) abandon any right to file an application for Patent, or abandon any pending application, or Patent, unless the invention which is the subject of such application, registration, or Patent is not material in the conduct of Debtor's business;

(d) Debtor will notify Lender immediately in writing (i) of any information which Debtor has received, or is otherwise known to Debtor, which would reasonably be expected to materially adversely affect the value of the Patent Collateral or the rights of Secured Party with respect thereto and (ii) when Debtor has knowledge (A) that any item of the Patent Collateral material to its business may become abandoned or dedicated; (B) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Patent Collateral material to its business; or (C) that Debtor is in default of any of the Patent License Rights;

(e) Debtor will promptly notify Lender should Debtor become aware that any of the Patent Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Patent Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Patent Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Patent Collateral; or (iii) take any other action in connection with any of the items of Patent Collateral that would reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Patent Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Patent in its business, except where the failure to do

so would not reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Patent; and

(h) Debtor will pay all expenses and reasonable attorneys' fees incurred by Secured Party in the exercise (including enforcement) of the rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Patent Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY. Debtor hereby authorizes Secured Party as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf, after Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements reflecting its security interest in the Patent Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Patent Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Patent Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Patent Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Patent Collateral.

8. DEFAULT.

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor except as expressly provided in the Credit Agreement or other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Patent Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Patent Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Patent Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Patent Collateral or any part thereof, or assigning its rights to the Patent License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Patent Licenses or otherwise in respect of the Patent Collateral; and (iv) selling the Patent Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations, only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Patent Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Patent Collateral following the occurrence and during the continuance of such Event of Default, Debtor will supply to Secured Party or its designee Debtor's (I) know-how and expertise relating to the manufacture and sale of products or the provision of services

relating to any Patent Collateral subject to such disposition and (II) customer lists and other records relating to such Patent Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Patent Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Patent Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Patent Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Patent Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS.

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided* that nothing herein or in any of the Loan Documents shall be construed to supersede, or to have merged into, any of the FTMFG Subordinated Debt Documents, all of which will remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Patent Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Patent Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Patent Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Patent Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the applicable Security Agreement or Secured Party's rights or remedies respecting the "Collateral."

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) Secured Party shall have no duty of care with respect to the Patent Collateral except that Secured Party shall exercise reasonable care with respect to the Patent Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Patent Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (i) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Patent Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(j) This Agreement will terminate ("Termination") on the later to occur of: (1) the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not then given notice of a claim thereof against Debtor) and (2) the termination of the Credit Agreement. Upon such Termination, the Liens on the Patent Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party shall, upon Debtor's request and at Debtor's expense, promptly execute and deliver to Debtor proper documentation acknowledging such release and shall deliver UCC termination statements with respect to its Liens on the Patent Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

UTILITY RELAY CO., LTD.

By:

Helmut Weiher
Helmut Weiher, Manager

Accepted as of the Effective Date:

FIFTH THIRD BANK

By:

Linda M. Nuosci, Assistant Vice President

STATE OF OHIO,
COUNTY OF Cuyahoga, SS:

The foregoing instrument was acknowledged before me this 1st day of September, 2010 by Helmut Weiher, Manager of Utility Relay Co., Ltd., an Ohio limited liability company, on behalf of such limited liability company.

My commission expires:



ROBIN L. SHELL
Notary Public
State of Ohio
My Commission Expires
Sept. 10, 2013

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT
(SENIOR DEBT)

PATENT
REEL: 024964 FRAME: 0295

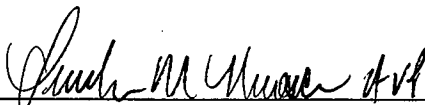
IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

UTILITY RELAY CO., LTD.

By: _____
Helmut Weiher, Manager

Accepted as of the Effective Date:

FIFTH THIRD BANK

By: 
Linda M. Nuosci, Assistant Vice President

STATE OF OHIO,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by Helmut Weiher, Manager of Utility Relay Co., Ltd., an Ohio limited liability company, on behalf of such limited liability company.

Notary Public

My commission expires:

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT
(SENIOR DEBT)

PATENT
REEL: 024964 FRAME: 0296

SCHEDULE I

PATENTS AND PATENT LICENSES

Title	Jurisdiction	Owner	App. No.	Patent No.	Liens
Manually-Controlled Arc Flash Energy Reduction System and Method for Circuit Breaker Trip Units	U.S.	Utility Relay Co., Ltd.	11/683,291	7,646,575	None
Circuit Breaker Trip Unit with Zone Selective Interlock And System Monitoring	U.S.	Utility Relay Company	11/676,532	7,570,471	None
Manually-Controlled Arc Flash Energy Reduction System and Method for Circuit Breaker Trip Units	U.S.	Utility Relay Co., Ltd.	12/614,502	Pending	None

PATENT

RECORDED: 09/10/2010

REEL: 024964 FRAME: 0297