

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RADIAN RESEARCH, INC.	08/19/2011

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	10 WEST MARKET STREET, SUITE 900
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46204

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5276394
Patent Number:	5264803
Patent Number:	6833803
Patent Number:	6879232
Patent Number:	6903642
Patent Number:	6963262
Patent Number:	7439843
Application Number:	12673212
PCT Number:	US0872873

CORRESPONDENCE DATA

Fax Number: (317)231-7433
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3172317762
 Email: hbehlmer@btlaw.com
 Correspondent Name: HEATHER BEHLMER
 Address Line 1: BARNES & THORNBURG LLP

CH \$360.00 5276394

Address Line 2: 11 SOUTH MERIDIAN STREET
Address Line 4: INDIANAPOLIS, INDIANA 46204

ATTORNEY DOCKET NUMBER: 324400-1155

NAME OF SUBMITTER: Richard D. Conard

Total Attachments: 11
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Agreement") is executed as of the 19th day of August, 2011, by and between Radian Research, Inc., an Indiana corporation ("Grantor"), and KeyBank National Association, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, Grantor and the Bank are parties to that certain Credit Agreement dated as of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement");

WHEREAS, Grantor and the Bank are parties to that certain General Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in certain of its assets to the Bank; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Bank has required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations, and (ii) as a condition precedent to the making of any loans, advances and any other financial accommodations by the Bank under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Schedule A attached hereto;

(b) all patent licenses, including each patent license referred to in Schedule A attached hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) 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, including any patent application referred to in Schedule A attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Schedule A attached hereto, and all rights corresponding thereto throughout the world.

5. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Bank in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms. Notwithstanding anything to the contrary contained in this Agreement, Bank hereby acknowledges that Grantor may, from time to time in the ordinary course of its business, enter into one or more license agreements which restrict the further assignment or transfer of the rights under such license agreement or any rights arising in connection with the associated Patent Collateral to Bank or any other third party. Notwithstanding anything set forth herein to the contrary, the Bank further hereby agrees that it shall not attempt to exercise any right or remedy which is inconsistent with the terms of any license agreement applicable to any Patent Collateral.

6. Release of Security Interest. Upon the payment in full of all Obligations (other than indemnification Obligations as to which no claim has been asserted) and the termination of all commitments, the Bank shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

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

8. Loan Document, etc. 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 of the Credit Agreement.

9. Right to Inspect; Further Assignments and Security Interests. The Bank may at all reasonable times (and at any time when a default exists) have access to, examine, audit, make copies (at Grantor's expense) and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Patent Collateral; provided, that in conducting such inspections and examinations, the Bank shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations.

10. Waivers. The Bank's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Bank unless such suspension or waiver is in writing signed by an officer of the Bank and directed to Grantor specifying such suspension or waiver.

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

13. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of the Bank and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.

14. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Indiana.

15. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

16. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

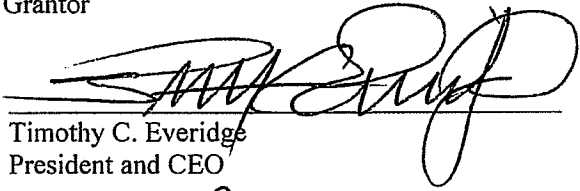
17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

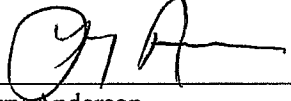
18. Merger. This Agreement represents the final agreement of the Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Bank.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Radian Research, Inc.
as the Grantor

By: 
Name: Timothy C. Everidge
Title: President and CEO

By: 
Name: Larry Anderson
Title: Treasurer

KeyBank National Association
as the Bank

By: _____
Name: Douglas Dell
Title: Vice President and Senior Banker

PATENT SECURITY AGREEMENT

PATENT
REEL: 026838 FRAME: 0469

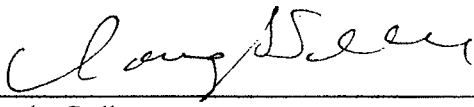
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Radian Research, Inc.
as the Grantor

By: _____
Name: Timothy C. Everidge
Title: President and CEO

By: _____
Name: Larry Anderson
Title: Treasurer

KeyBank National Association
as the Bank

By:  _____
Name: Douglas Dell
Title: Vice President and Senior Banker

PATENT SECURITY AGREEMENT

PATENT
REEL: 026838 FRAME: 0470

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for the State of Indiana, personally appeared Timothy C. Everidge and Larry Anderson, the President and CEO and the Treasurer of Radian Research, Inc., who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation as its duly authorized officer.

WITNESS my hand and Notarial Seal this 19th day of August, 2011.

Notary Public

Printed

I am a resident of _____
County, _____
My commission expires:

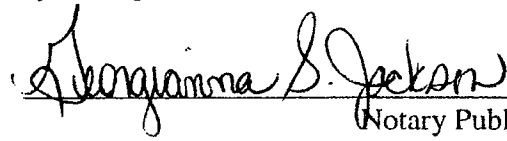
ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Douglas Dell, Vice President and Senior Banker of KeyBank National Association, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said national banking association as its duly authorized officer.

WITNESS my hand and Notarial Seal this 19th day of August, 2011.

GEORGIANNA S. JACKSON
NOTARY PUBLIC STATE OF INDIANA
HANCOCK COUNTY
MY COMMISSION EXPIRES 06/11/16



Notary Public

Printed

I am a resident of _____
County, Indiana
My commission expires:

PATENT SECURITY AGREEMENT

Schedule A

to

Patent Security Agreement

Dated as of August 19, 2011

Letters Patent and Applications for Letters Patent

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>
5,276,394	United States	01/04/1994	06/26/2012	COMPENSATED TRANSFORMERS
5,264,803	United States	11/23/1993	06/26/2012	AMPLIFIER CIRCUIT WITH INCREASED VOLTAGE HANDLING CAPACITY
6,833,803	United States	12/21/2004	09/28/2021	METHODS AND APPARATUS FOR ANALOG-TO-DIGITAL CONVERSION
60143808.6	Germany	01/05/2011	09/11/2021	METHODS AND APPARATUS FOR ANALOG-TO-DIGITAL CONVERSION
12/673212	United States	02/12/2010	N/A	INSTRUMENT TRANSFORMER TEST EQUIPMENT AND METHOD
2689788	Canada	01/11/2010	N/A	WIDE RATIO AUTOTRANSFORMER TYPE CURRENT RANGING

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>
2698428	Canada	08/12/2008	N/A	INSTRUMENT TRANSFORMER TEST EQUIPMENT AND METHOD
PI 0815488-0	Brazil	08/12/2008	N/A	INSTRUMENT TRANSFORMER TEST EQUIPMENT AND METHOD
EU 08797677.5	Europe Patent Con- vention	08/12/2008	N/A	INSTRUMENT TRANSFORMER TEST EQUIPMENT AND METHOD
2422504	Canada	09/11/2001	N/A	METHODS AND APPARATUS FOR ANALOG-TO-DIGITAL CONVERSION
EP 1332558	Europe	01/05/2011	09/11/2021	METHOD AND APPARATUS FOR ANALOG-TO-DIGITAL CONVERSION
6,879,232	United States	04/12/2005	02/17/2022	WIDE RATIO AUTOTRANSFORMER- TYPE CURRENT RANGING
EP 1325394	Europe	07/15/2009	09/11/2021	WIDE RATIO AUTOTRANSFORMER- TYPE CURRENT RANGING
CA 2422689	Canada	03/30/2010	09/11/2021	WIDE RATIO AUTOTRANSFORMER- TYPE CURRENT RANGING
PI 0113913.4	Brazil	09/11/2011	N/A	WIDE RATIO AUTOTRANSFORMER- TYPE CURRENT RANGING

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>
6,903,642	United States	06/07/2005	12/03/2022	TRANSFORMERS
7,439,843	United States	10/21/2008	07/01/2024	TRANSFORMERS
6,963,262	United States	11/08/2005	03/25/2022	REDUCTION OF CAPACITANCE EFFECTS IN POTENTIAL TRANSFORMERS
EP 01973717.0	Europe	09/11/2001	N/A	REDUCTION OF CAPACITANCE EFFECTS IN POTENTIAL TRANSFORMERS
PCT/US2008/7287 3	PCT	08/12/2008	N/A	INSTRUMENT TRANSFORMER TEST EQUIPMENT AND METHOD

Patent Licenses

None.

Reissues, Divisions, Continuations, Continuations-in-part, Extensions, Renewals, and Reexaminations

None.