501922991 05/16/2012

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
Automotion, Inc.	05/08/2012

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.	
Street Address:	111 W. Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	4760908
Patent Number:	4971190
Patent Number:	5012914
Patent Number:	5016748
Patent Number:	5645155
Patent Number:	7207436
Patent Number:	7299909

CORRESPONDENCE DATA

Fax Number: (202)906-8669 Phone: 202.906.8790

Email: smckeon@dykema.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Shannon Marie McKeon Address Line 1: 1300 I Street, N.W.

Address Line 2: Suite 300

501922991

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

PATENT

REEL: 028222 FRAME: 0345

ATTORNEY DOCKET NUMBER: 102889.0015	
NAME OF SUBMITTER:	Shannon Marie McKeon
Total Attachments: 7 source=Patent Security Agreement#page1. source=Patent Security Agreement#page2. source=Patent Security Agreement#page3. source=Patent Security Agreement#page4. source=Patent Security Agreement#page5. source=Patent Security Agreement#page6. source=Patent Security Agreement#page7.	tif tif tif tif tif

SHORT FORM PATENT SECURITY AGREEMENT

THIS SHORT FORM PATENT SECURITY AGREEMENT (this "Patent Security Agreement") dated as of May 8, 2012, is by Automotion, Inc., a Delaware corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., its successors and assigns ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Wynright Corporation (collectively, the "Borrowers"), and Grantee have entered into that certain Amended and Restated Credit Agreement dated as of May 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement"), pursuant to which Grantee has agreed to make certain loans to the Borrowers;

WHEREAS, pursuant to the Loan Agreement and that certain Amended and Restated General Security Agreement dated as of May 8, 2012 entered into by Borrowers for the benefit of Grantee(as amended, restated, supplemented or otherwise modified from time to time and in effect, the "General Security Agreement"), the Grantor has agreed to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Grantee to enter into the Loan Agreement and the General Security Agreement, and to induce the Grantee to make extensions of credit to the Borrowers pursuant to the Loan Agreement, the Grantor hereby agrees with the Grantee as follows:

- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Loan Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):
- 2.1 all of its patents and patent applications, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
- 2.2 all goodwill of the business connected with the use of, and symbolized by, each patent; and
- 2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.
- Section 3. <u>General Security Agreement</u>. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Grantee as set forth and pursuant to the General Security Agreement and the Grantor hereby

CHICAGO\3565176.1 ID\MDKI - 102889/0015 acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. <u>Interpretive Provisions</u>. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOMOTION INC., a Delaware corporation By: M. M. M. Name: Merle M. Davis Title: President
_
_
_

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOMOTION, INC., a Delaware corporation

By: ___ Name: Merle M. Davis

Title: President

Acknowledged:

BMO HARRIS BANK N

Name:

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ACKNOWLEDGEMENTS

STATE OF <u>Junois</u>)
STATE OF <u>Julinois</u>) ss. COUNTY OF <u>Cook</u>)
I NANCY D BENSEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Merle M. Davis, the President of AUTOMOTION INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 7 th day of MAY, 2012.
My Commission Expires: 10/1/2013 My Commission Expires: 10/1/2013 OFFICIAL SEAL NANCY D. BENSEN Notary Public - State of Illinois My Commission Expires Out 11, 2013
STATE OF)
STATE OF)) ss. COUNTY OF)
John Harris Bank N.A. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this day of, 2012.
My Commission Expires:

ACKNOWLEDGEMENTS

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_, a Notary Public in and for said County, in the State aforesaid, t Merle M. Davis, the President of AUTOMOTION INC., a onally known to me to be the same person whose name is trument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal	this 77 day of MAY, 2012.
My Commission Expires: 10/11/2013	Notary Public OFFICIAL SEAL NANCY D. BENSEN Notary Public - State of Illinois Wy Commission Expires Oct 11, 2013

STATE OF <u>///////& \$</u>) >>>.

COUNTY OF <u>ÉOOK</u>)

DO HEREBY CERTIFY that Grospey Sucre . a Director of BMO HARRIS BANK N.A. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of hay, 2012.

Sielie M. Berger

Notary Public

My Commission Expires: October 24, 2015

OFFICIAL SEAL LILLIE M DERGER Notary Public - State of Illinois My Commission Expires Oct 24, 2015

SCHEDULE I TO SHORT FORM PATENT SECURITY AGREEMENT

Patent	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
SORTER CONVEYOR	4,760,908	07/098,765	8/2/1988	9/17/1987
CONVEYOR CROSS				
SWITCH	4,971,190	07/414,766	11/20/1990	9/29/1989
DIVERTER ASSEMBLY				
FOR ARTICLE CONVEYOR	5,012,914	07/425,427	5/7/1991	10/23/1989
ACCUMULATING				
CONVEYOR	5,016,748	07/377,563	5/21/1991	7/10/1989
CONVEYOR NOISE				
ISOLATION AND WEAR	·			
PREVENTION SYSTEM	5,645,155	08/414,487	7/8/1997	3/31/1995
ANTI-STATIC ROLLER				
CONVEYOR	7,207,436	11/493,210	4/24/2007	7/25/2006
TAPER SLEEVE FOR				
CONVEYOR ROLLER	7,299,909	11/484,392	11/27/2007	7/11/2006

CHICAGO\3565176.1 ID\MDK1 - 102889/0015

PATENT REEL: 028222 FRAME: 0353

RECORDED: 05/16/2012