

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GENERAL SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ZYGO MOULD, LIMITED	11/17/1997
RECEIVING PARTY DATA		
Name:	BRUCE A. THOMAS	
Street Address:	23 RELMAR ROAD	
City:	TORONTO	
State/Country:	CANADA	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	5776521
	Patent Number:	5736173
CORRESPONDENCE DATA		
Fax Number:	(905)951-5322	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	905-951-5000	
Email:	huskyips@husky.ca	
Correspondent Name:	HUSKY INJECTION MOLDING SYSTEMS LTD.	
Address Line 1:	500 QUEEN STREET SOUTHQ	
Address Line 4:	BOLTON, CANADA L7E 5S5	
ATTORNEY DOCKET NUMBER:	H-623-0-US / H-624-0-US	
NAME OF SUBMITTER:	SANDRA HACKENBERG	
SIGNATURE:	/Sandra Hackenberg/	
DATE SIGNED:	02/06/2018	
Total Attachments: 12		
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GENERAL SECURITY AGREEMENT

THIS AGREEMENT made as of the 17th day of November, 1997,

BETWEEN:

ZYGO MOULD, LIMITED

(the "*Debtor*")

- and -

BRUCE A. THOMAS

(the "*Secured Party*").

IN CONSIDERATION of the Secured Party advancing moneys to the Debtor from time to time, including without limitation those amounts advanced pursuant to a promissory note dated as of the date hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I INTERPRETATION

1.01 **Definitions.** In this agreement,

"Encumbrances" means all mortgages, charges, hypothecs, pledges, security interests, liens, trusts and other encumbrances and claims of every nature and kind, whenever and however arising in, to, upon or against any present or after-acquired undertaking or property of the Debtor, including, without limitation, rights of distress;

"Obligations" means all present and future debts, liabilities and obligations of the Debtor to the Secured Party and any ultimate unpaid balance thereof, including, without limitation, all obligations of the Debtor hereunder and pursuant to a promissory note dated as of the date hereof;

"Permitted Encumbrances" means all Encumbrances held or consented to in writing by the Secured Party; and

"PPSA" means the Personal Property Security Act and any statute enacted in replacement thereof, in each case, as from time to time amended.

1.02 **PPSA Terms.** Terms used in this agreement and defined in the PPSA shall have the meanings given to them under the PPSA, unless the context otherwise requires.

1.03 **Number and Gender.** In this agreement words importing the singular include the plural and vice-versa and words importing gender include all genders.

1.04 **Sections and Headings.** The division of this agreement into articles and sections and the insertion of headings are for convenience only and shall not affect the interpretation of this agreement.

ARTICLE II GRANT OF SECURITY INTEREST

2.01 **Security Interest.** As general and continuing security for the payment and performance when due of all Obligations, the Debtor hereby mortgages, charges, pledges, hypothecates, transfers, assigns and otherwise grants a security interest in, (such mortgages, charges, pledges, hypothecations, transfers, assignments and security interest collectively, the "**Security Interest**") to and in favour of the Secured Party, all present and after-acquired undertaking and property of the Debtor, other than consumer goods and the last day of the term of any leases or agreements therefor (such included undertaking and property collectively, the "**Collateral**"), including, without limitation,

- (a) **Accounts Receivable.** All debts, book debts, accounts, claims, demands, money and choses in action, including, without limitation, all claims against Her Majesty the Queen in right of Canada or any Province or Territory and all claims and benefits under any insurance policies (collectively, the "**Accounts Receivable**");
- (b) **Inventory.** All inventory, including, without limitation, all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property now or hereafter held for sale, lease or resale or that are to be furnished or have been furnished under a contract of service or that are used or consumed in the business of the Debtor (collectively, the "**Inventory**");
- (c) **Equipment.** All goods which are not inventory or consumer goods, including, without limitation, all tools, fixtures, equipment, machinery, vehicles, furniture and other tangible personal property used or intended for use in any business conducted by the Debtor, and such goods hereafter acquired by the Debtor (collectively, the "**Equipment**");

- (d) *Chattel Paper, Instruments, Securities, etc.* All chattel paper, instruments, warehouse receipts, bills of lading and other documents of title, whether negotiable or non-negotiable, shares, stock, warrants, bonds, debentures, debenture stock and other securities;
- (e) *Intangibles.* All intangibles, including, without limitation, all contractual rights, goodwill, patents, trade marks, copyrights, industrial designs and other industrial or intellectual property or rights therein;
- (f) *Leaseholds.* Leasehold interests in real or personal property now owned or hereafter acquired by the Debtor;
- (g) *Books and Accounts, etc.* All books, accounts, invoices, letters, papers, writings, certificates, receipts, documents and other records and data in any form or medium evidencing, representing, creating, giving rise to any rights in respect of or otherwise relating to the property described in subparagraphs (a) to (f), inclusive; and
- (h) *Proceeds.* All property in any form derived directly or indirectly from any dealing with any undertaking or property subject to the Security Interest or that indemnifies or compensates for such undertaking or property being destroyed, damaged, expropriated, stolen or lost and proceeds of proceeds whether of the same type or kind as the original proceeds.

2.02 *The Last Day of the Term of Leases.* The last day of the term of any lease, oral or written or any agreement therefor, now held or hereafter acquired by the Debtor shall not form part of the Collateral, however, the Debtor shall stand possessed of such last day, upon trust to assign and dispose of same as the Secured Party or any assignee of such lease or agreement therefor shall direct.

2.03 *Attachment.* The Debtor acknowledges that value has been given and agrees that the Security Interest shall attach to existing Collateral upon the execution of this agreement and to each item of after-acquired Collateral at the time that the Debtor acquires any rights therein.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.01 *Representations, Warranties and Covenants.* The Debtor represents, warrants and covenants to and in favour of the Secured Party as follows:

(1) *Ownership and Title.* The Debtor is the owner and has good and marketable title to all existing Collateral, and shall be the owner and have good and marketable title to each item of after-acquired Collateral upon acquiring any rights therein, except for purchase money obligations in favour of the Secured Party, in each case, free and clear of all Encumbrances, other than Permitted Encumbrances. The Debtor shall keep the Collateral free from all Encumbrances, other than Permitted Encumbrances, and shall defend the Collateral against the claims of all other persons.

(2) *Insurance.* The Debtor shall insure the Collateral against loss or damage by fire and such other risks and hazards, in such amounts and upon such other terms as the Secured Party may from time to time require. All such insurance policies shall name the Secured Party as loss payee as its interests may appear and shall be delivered to the Secured Party upon request. The Debtor shall pay all premiums in respect of such insurance when due and shall promptly furnish the Secured Party with receipts or other satisfactory evidence in respect of the payment thereof. Any insurance proceeds received by the Secured Party pursuant to this agreement may, at the option of the Secured Party, be applied against any Obligations or released to the Debtor without prejudicing any rights or remedies of the Secured Party hereunder or affecting any Obligations.

(3) *Care and Use of Collateral.* The Debtor shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and, without limiting the generality of the foregoing, shall hold, repair, maintain, use and operate the Collateral in accordance with all governmental rules, regulations and laws and the terms and requirements of all insurance policies, licences, permits and agreements relating thereto.

(4) *Books of Account.* The Debtor shall keep proper books of account in accordance with Canadian generally accepted accounting principles and practices, consistently applied, shall furnish to the Secured Party such financial information and statements relating to its business and the Collateral as the Secured Party may from time to time require and shall permit the Secured Party or its authorized agents at any time upon reasonable notice and during normal business hours to have access to all premises occupied by the Debtor or any place where any Collateral may be found in order to inspect the Collateral and to examine the books of account and other records and reports of the Debtor and to have temporary custody thereof and to make copies and take extracts therefrom.

(5) *Locations of Collateral.* The Debtor's places of business and the locations (collectively, the "*Existing Locations*") of the Collateral, including all books and records in respect of Accounts Receivable, are as set forth in the attached Schedule "A". Except for Inventory sold or leased in the ordinary course of business, the Debtor shall not remove or otherwise permit any Collateral to be located at any location other than the Existing Locations, without the prior written consent of the Secured Party.

(6) *Permitted Sales and other Dispositions.* Except as permitted in the following sentence, the Debtor shall not, without the prior written consent of the Secured Party, sell, lease or otherwise dispose of any Collateral. Prior to the occurrence of a Default, the Debtor may sell or lease its Inventory in the ordinary course of business and on customary trade terms and may sell or trade-in any Equipment which may from time to time become worn out, damaged or otherwise unsuitable for its purpose provided that the Debtor substitutes therefor, subject to the Security Interest, property of equal value so that the value of the Collateral is not in any way reduced or impaired. The proceeds of any such sale, lease or other disposition shall be subject to the Security Interest and in the event that such proceeds are in the form of a conditional sale contract or other security interest in favour of the Debtor, the Debtor shall register an appropriate financing statement under the PPSA and do all such further acts and things required to perfect and maintain the perfection of its security interest. All such registrations shall name the Secured Party as an additional secured party.

(7) *Name and Other Changes requiring Consent.* The Debtor shall not, without the prior written consent of the Secured Party, (i) change its name; (ii) change the nature of its business; or (iii) amalgamate or otherwise merge with any other body corporate or permit all or substantially all of its property to become the property of any other person, firm or corporation whether in one or a series of transactions.

(8) *Access to Information.* The Debtor shall promptly furnish to the Secured Party, such information in respect of the Collateral, the Debtor and its business as the Secured Party may from time to time request and shall promptly give written notice to the Secured Party of all proceedings brought by or against the Debtor or any Collateral before any court, administrative board or other tribunal which might materially affect the Debtor or any Collateral and of any significant loss of or damage to any Collateral.

(9) *Performance by the Secured Party.* In the event that the Debtor fails to perform any obligations under this agreement, including keeping the Collateral free and clear of all Encumbrances, other than Permitted Encumbrances, the Secured Party may, at its option and without being under any obligation to do so, perform such obligations and the Debtor shall pay to the Secured Party, immediately upon demand, all costs and expenses (including, without limitation, legal fees on a solicitor-client basis) incurred by the Secured Party in connection therewith and all such costs and expenses shall form part of the Obligations, bear interest at the rate of 20% per annum, both before and after demand and judgment from the date incurred by the Secured Party and be secured by the Security Interest. The performance by the Secured Party of any obligation of the Debtor hereunder or the curing of any Default by the Secured Party shall not constitute a waiver by the Secured Party of any of its rights hereunder or relieve the Debtor from its default or any consequences thereof.

(10) *Costs and Expenses.* The Debtor shall pay to the Secured Party upon demand, all costs and expenses (including, without limitation, legal fees on a solicitor-client basis) incurred by the Secured Party in connection with the preparation, execution, perfection, enforcement and discharge of, and advice in respect of, the Security Interest and this agreement (including, without limitation, in connection with the custody, preservation, use, operation, realization, retaining, protecting, disposing and collecting, of any Collateral and the protection and enforcement of all other rights and remedies of the Secured Party hereunder) and all such costs and expenses shall form part of the Obligations, shall bear interest at the rate of 10% per annum, both before and after demand and judgment from the date incurred by the Secured Party and shall be secured by the Security Interest.

ARTICLE IV DEFAULT AND ENFORCEMENT

4.01 *Events of Default.* The occurrence of any of the following events shall constitute a "*Default*" under this agreement:

- (a) the Debtor shall fail to pay or perform any Obligations when due, including, without limitation, any covenants hereunder;
- (b) any representation or warranty made by the Debtor to the Secured Party hereunder shall be determined to be false or incorrect in any material respect;
- (c) the Debtor ceases or threatens to cease carrying on its business as presently conducted or commits any act or event of bankruptcy or insolvency (as defined or provided for in any applicable statute) or any applications, proposals, arrangements or other proceedings, voluntary or involuntary, are commenced by or against the Debtor under any statute or statutory provisions relating to bankruptcy, insolvency, liquidation, winding-up, reorganization, dissolution or relief from creditors or any corporate proceedings are taken by the directors or shareholders of the Debtor in respect thereof;
- (d) the holder of any Encumbrance takes possession of any Collateral or any Collateral becomes subject to any execution, sequestration or other process of any court or distress or analogous process or any receiver, receiver and manager, trustee, custodian, liquidator, agent or other person having like powers is appointed for the Debtor or in respect of any Collateral; or

- (e) the Secured Party in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any Obligations is or is about to be impaired or that any Collateral is or is about to be placed in jeopardy.

4.02 ***Right to Accelerate Payment.*** In the event that a Default shall occur and be continuing, the Secured Party may by notice to the Debtor declare all of the Obligations to be immediately due and payable, whereupon, all of the Obligations shall become and be due and payable, without presentment, demand, protest or further notice, all of which are hereby expressly waived by the Debtor.

4.03 ***Enforcement of Security Interest.*** In the event that a Default shall occur and be continuing, the Security Interest shall become and be enforceable.

ARTICLE V RIGHTS AND REMEDIES ON DEFAULT

5.01 ***Rights and Remedies.*** In the event that the Security Interest becomes enforceable, the Secured Party shall have, in addition to any other rights and remedies which it may have under the PPSA and otherwise at law, the following rights and remedies:

(1) ***Entry and Possession.*** The Debtor shall upon demand assemble and deliver to the Secured Party possession of the Collateral at such places as the Secured Party may designate. The Secured Party may take such steps as it considers necessary or desirable to obtain possession of any Collateral and may at any time during the day or night enter upon any lands or premises where Collateral may be found for the purpose of taking possession of or removing the Collateral and shall have the right to maintain possession of any Collateral upon any premises owned, used or occupied by the Debtor.

(2) ***Disposition.*** The Secured Party may sell, lease or otherwise dispose of any Collateral as a whole or in separate parcels by public auction or private tender or by private contract with or without notice and with or without advertising and without any other formality, all of which are hereby expressly waived by the Debtor and any such sale, lease or disposition shall be on such terms and conditions as to credit, as to upset or reserve bid or price and otherwise as the Secured Party may consider commercially reasonable. In the event that any disposition is made on credit or part cash and part credit, the Secured Party need only credit the actual cash received at the time of the disposition against the Obligations and any payments made pursuant to any credit granted at the time of the disposition shall be credited against the Obligations as and when received. The Secured Party may rescind, terminate or vary any contract for the sale, lease or other disposition of any Collateral and may resell, relet or otherwise redispense of the Collateral without being accountable or otherwise liable for any loss occasioned

thereby. Any sale, lease or other disposition of any Collateral may be made by the Secured Party whether or not it has taken possession of the Collateral.

(3) *Receivers.* The Secured Party may, in addition to any other rights it may have, appoint by instrument in writing one or more receivers or receivers and managers (in each case referred to herein as "*Receivers*") of any Collateral or may institute proceedings in any court of competent jurisdiction for the appointment of one or more Receivers. Each Receiver is hereby given and shall have the same rights and remedies as the Secured Party under this agreement, the PPSA and otherwise at law. In exercising such rights and remedies, each Receiver shall act as, and shall for all purposes be deemed to be, the agent of the Debtor, and the Secured Party shall not be responsible for any act or default of any Receiver, including, without limitation, any negligence. The Secured Party may from time to time remove, and appoint replacements for, any Receivers and appoint another or others in their stead from time to time. The Secured Party shall be entitled to appoint one or more officers or employees of the Secured Party as Receivers.

(4) *Carrying on Business.* The Secured Party may carry on, or concur in the carrying on of, any business or undertaking of the Debtor and may to the exclusion of all others, including the Debtor, enter upon, occupy and use any of the premises, buildings, plant and undertaking owned, occupied or used by the Debtor and may use any of the tools, machinery, equipment and intangibles of the Debtor for such time as the Secured Party sees fit, free of charge, in order to carry on the business of the Debtor or to manufacture or complete the manufacture of any Inventory and to pack and ship finished products. The Secured Party shall not be accountable or otherwise liable to the Debtor for any negligence in exercising any of its rights and remedies under this section or in respect of any rent, charges, depreciation or damages arising in connection therewith.

(5) *Payment of Encumbrances.* The Secured Party may pay any Encumbrances that may exist or be threatened against any Collateral, including, any Permitted Encumbrances, and may borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any business or undertaking of the Debtor and may grant further security interests in any Collateral in priority to the Security Interest as security for the money so borrowed.

(6) *Dealings with Collateral.* The Secured Party may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with any Collateral in such manner, upon such terms and conditions and at such times as the Secured Party may see fit and without notice to the Debtor (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others, sums for costs and expenses incurred (including, without limitation, legal fees on a solicitor-client basis, and Receivers', accounting and other professional fees) in or in connection with seizing, collecting, realizing, disposing, enforcing or otherwise dealing with the Collateral and the protection and enforcement of the rights and remedies of the Secured Party hereunder. The Secured

Party may file such proofs of claim and other documents as may be necessary or advisable in order to prove its claims in any bankruptcy, proposal, winding-up or other proceedings relating to the Debtor.

(7) ***Retention of Collateral.*** Upon notice to the Debtor as provided under the PPSA or other applicable laws, the Secured Party may elect to retain any Collateral in satisfaction of any Obligations.

5.02 ***Secured Party not Liable.*** The Secured Party shall not be accountable or otherwise liable for any failure to seize, collect, realize, dispose of, enforce or otherwise deal with any Collateral and shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of any Collateral. The Secured Party shall not be accountable or otherwise liable for any loss or damage whatsoever which may arise by reason of any such failure whether resulting from the negligence of the Secured Party, any Receivers or otherwise. The Secured Party shall not, nor shall any Receivers be liable by reason of any entry into possession of any Collateral to account as a mortgagee in possession, for anything except actual receipts, or for any loss or realization or for any act or omission for which a mortgagee in possession might be liable.

5.03 ***Extensions of Time.*** The Secured Party may grant renewals, extensions of time and other indulgences, take and give up securities, accept compositions, grant full, partial and conditional releases and discharges, perfect or fail to perfect any securities, release any Collateral to third parties and otherwise deal or fail to deal with the Debtor, debtors of the Debtor, guarantors, sureties and others and with the Collateral and other securities as the Secured Party may see fit, all without prejudice to any liability of the Debtor to the Secured Party or the Secured Party's rights and remedies under this agreement, the PPSA or otherwise at law.

5.04 ***Application of Moneys Received.*** All moneys actually received by the Secured Party in respect of any Obligations whether from the realization of any Collateral or otherwise, may be held by the Secured Party unappropriated in a collateral account or applied against the Obligations, all as the Secured Party may from time to time see fit and without prejudice to any rights or remedies of the Secured Party hereunder, the PPSA or otherwise at law.

5.05 ***No Set-Off.*** The Obligations shall be paid by the Debtor without regard to any equities between the Debtor and the Secured Party or any right of set-off or cross-claim. Any indebtedness owing by the Secured Party to the Debtor may be set-off and applied by the Secured Party against any Obligations before or after maturity, and without any demand upon or notice to the Debtor or any other persons.

5.06 *Deficiency.* If the proceeds of realization of the Collateral are insufficient to repay the Obligations in full, the Debtor shall pay the deficiency to the Secured Party, upon demand.

5.07 *Rights and Remedies Cumulative.* The rights and remedies of the Secured Party under this agreement are in addition to and not in substitution of any other rights or remedies of the Secured Party under the PPSA or otherwise at law and all such rights and remedies are cumulative and may be exercised separately or in combination.

ARTICLE VI GENERAL

6.01 *Waivers.* No delay or omission by the Secured Party in exercising any rights or remedies hereunder or in respect of any Obligations or the performance by the Secured Party of any obligations of the Debtor which are in default shall operate as a waiver thereof or of any other rights or remedies of the Secured Party. No single or partial exercise of any rights or remedies by the Secured Party shall preclude any other or further exercise thereof or the exercise of any other rights or remedies. No waiver of any right or remedy shall be effective unless made in writing and signed by the Secured Party and any such waiver shall be effective only for the specific purpose and time, if any, stipulated therein and shall not operate as a waiver of any other rights or remedies of the Secured Party.

6.02 *Security in Addition to Other Security.* The Security Interest is in addition to, and not in substitution of, any other security now or hereafter held by the Secured Party.

6.03 *Secured Party Individually and Collectively.* All references herein to the Secured Party shall mean, as applicable in the particular circumstance, any one, all, or any combination of the individuals defined above as comprising the Secured Party, and the rights and benefits set forth herein in favour of the Secured Party may be enforced by any one, all, or any combination of such individuals, with the interest of each such individual ranking *pari passu* with the interest of the remaining individuals comprising the Secured Party.

6.04 *Receipt of Copy.* The Debtor acknowledges receipt of an executed copy of this agreement.

6.05 *Further Assurances.* The Debtor shall from time to time execute and deliver all such further mortgages, charges, pledges, assignments, transfers, security interest and other agreements, instruments and documents and do all such further acts and things as the Secured Party may from time to time require to perfect and maintain the perfection of the Security Interest and to otherwise protect its interests in the Collateral

and hereby irrevocably constitutes and appoints each Vice President for the time being of the Secured Party and each Receiver, the true and lawful attorney of the Debtor with full power of substitution to execute and deliver all such agreements, instruments and documents and to do all such further acts and things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.

6.06 *Successors, Assigns and Governing Law.* This agreement shall enure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the Debtor and the Secured Party, shall be governed by and construed in accordance with the laws of the Province of Ontario and shall in all respects be treated as an Ontario contract.

Signed, Sealed and Delivered at Toronto this 17th day of November, 1997.

ZYGO MOULD, LIMITED

By *D. C. Hayford* c/s
Name: *DAVID HAYFORD*
Title: *V. P. FINANCE / ADMIN*

SCHEDULE "A"

***LOCATIONS OF
COLLATERAL AND RECORDS***

Registered Office	165 Claireport Crescent Etobicoke, ON M9W 6P7
Chief Place of Business	165 Claireport Crescent Etobicoke, ON M9W 6P7
Location of all Books and Records relating to Accounts Receivable	165 Claireport Crescent Etobicoke, ON M9W 6P7
Other Locations of Collateral	None