

MMA
REC
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100738790

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hyco Holdings LLC

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other *DE Limited Liability Company*
- Association
 - Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: *June 4, 1998*

2. Name and address of receiving party(ies)

Name: *Heller Financial, Inc., As Agent*

Internal Address: _____

Street Address: *500 W. Monroe Street*

City: *Chicago* State: *IL* ZIP: *60661*

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State *DE*
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

892419/335225 *1456149/628365*
1871232/473552

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: *Federal Reserve Corp*

Internal Address: _____

Street Address: *400 Seventh St NW*

Suite 101

City: *Washington* State: *DC* ZIP: *20001*

6. Total number of applications and registrations involved: _____

ASSIGNED
98 JUN 1 1998
3
RECEIVED

7. Total fee (37 CFR 3.41).....\$ *90*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

06/13/1998 JENNAZZ 00000174 092419

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
50.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristin Brozovic
Name of Person Signing

Kristin Brozovic
Signature

6/8/98
Date

Total number of pages including cover sheet, attachments, and document: _____



**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 4 day of June, 1998 by and between Hyco Holdings LLC, a Delaware limited liability company ("Assignor"), and Heller Financial, Inc., a Delaware corporation, as Agent for certain Lenders ("Agent").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith among Assignor, the Lenders from time to time party thereto and Heller Financial, Inc., as Agent and as a Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and Lenders have agreed to make certain loans and extend certain other financial accommodations to Assignor;

WHEREAS, Assignor's obligations under the Loan Agreement ("Assignor's Obligations") are secured by a continuing security interest in certain of Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill, granted to Agent, for the benefit of Agent and Lenders, pursuant to the Loan 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, Assignor agrees as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of Assignor's Obligations, Assignor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future

infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iv) all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent, for the benefit of Agent and Lenders, under this Assignment, Assignor hereby assigns, transfers and conveys to Agent, for the benefit of Agent and Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (iv) above to the extent necessary to enable Agent, for the benefit of Agent and Lenders, effective solely upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent, for the benefit of Agent and Lenders, and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Assignor or any other Person

by Agent, any other Agent or any Lender (except that if Agent or any Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to Assignor's Obligations). Notwithstanding the grant of security interest contained in this Section 2, but without limiting such security interest, and subject to all terms and conditions set forth herein, in the Loan Agreement and all Loan Documents, prior to a transfer of beneficial ownership following the occurrence and continuance of an Event of Default, Assignor shall continue to be the beneficial owner of the foregoing Collateral.

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Assignor. Assignor shall provide Agent on a semiannual basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights, trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Assignment.

4. Effect on Loan Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Loan Documents but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Documents, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF

THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

7. CONSENT TO JURISDICTION. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LOAN AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO ASSIGNOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. JURY TRIAL WAIVER. ASSIGNOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE LOAN DOCUMENTS. ASSIGNOR AND AGENT EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE SECURITY AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND AGENT HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

HYCO HOLDINGS LLC

By: *Richard S. Nelson*
Title: President

Accepted and Agreed to:

HELLER FINANCIAL, INC.,
as Agent
500 West Monroe Street
Chicago, Illinois 60661

By: *[Signature]*
Its: VICE PRESIDENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this _____ of June, 1998 by Richard S. Melrose, personally known to me to be the President of Hyco Holdings LLC, a Delaware limited liability company, on behalf of such limited liability company.

Sara A. McIntire
Notary Public

My commission expires:



STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this ___ of June, 1998 by Gregg C. Wise, personally known to me to be the Vice President of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.

Sara A. McIntire
(Notary Public)

My commission expires:

OFFICIAL SEAL
SARA A. MCINTIRE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-11-2000

SCHEDULE A

PATENTS

U.S. Patent No.

Date Issued

4357955

11/9/82

PATENT APPLICATIONS

U.S. Patent Application No.

Date Applied

None.

SCHEDULE B

COPYRIGHT REGISTRATIONS

Registration No.

Date

None.

COPYRIGHT APPLICATIONS

Copyright Description

Copyright Application No.

Date Applied

None.

SCHEDULE C

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
HYCO	892419	6/9/90
HYCO SERIES 70	1871232	1/3/95
HYCOTEL	1456149	9/8/87

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
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None.