



12-22-1998

12-11-1998

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RECORDATION FORM COVER TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

12/21/1998 DNGUYEN 00000027 75310411

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Refund Ref: 12/21/1998 DNGUYEN 0000071603

01 FC:481 40.00 DP
02 FC:482 75.00 DP

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TRADEMARK
REEL: 1829 FRAME: 0581

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

PAUL J. DUNNE



12/4/98

Name of Person Signing

Signature

Date Signed

PATENT, TRADEMARK AND LICENSE ASSIGNMENT

THIS PATENT, TRADEMARK AND LICENSE ASSIGNMENT ("Assignment") made as of this 4th day of DECEMBER, 1998, by EQUIPMENT TECHNOLOGIES, L.L.C., an Indiana limited liability company having its chief executive office at 2321 Executive Drive, Indianapolis, IN 46241 ("Assignor"), and NBD BANK, N.A., a national banking association with its chief office located at One Indiana Square, Indianapolis, Indiana (hereinafter called the "Assignee");

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Credit Agreement dated DECEMBER 4 (the "Credit Agreement"), which Credit Agreement provides (i) for the Assignee to, from time to time, extend credit to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, goodwill, copyrights, and licenses;

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

- 1) Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
- 2) Assignment of Patents, Trademarks. To secure the complete and timely satisfaction of all the "Credit" (as defined in the Credit Agreement), Assignor hereby grants, assigns and conveys to Assignee as collateral security, the entire right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
 - a) Patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof, and (c) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(c), are sometimes hereinafter individually and/or collectively referred to as the "Patents");
 - b) Trademarks, trademark registrations, tradenames and trademark applications, including without limitation, the trademarks and applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
 - c) License agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and
 - d) The goodwill of Assignor's business connected with and symbolized by the Trademarks.
- 3) Restrictions on Future Agreements. Assignor agrees that until the Credit shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent,

which consent will not be unreasonably withheld or delayed, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licenses, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

- 4) New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, trademarks, applications and licenses now owned by Assignor. If, before the Credit shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A, B and/or C, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames and licenses which are Patents, Trademarks or Licenses, as applicable, under paragraph 1 above or under this paragraph 4.
- 5) Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Credit have been paid in full and the Credit Agreement has been terminated.
- 6) Grant of License to Assignor. Unless and until an event of default (as defined in the Credit Agreement) shall have occurred, Assignee hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 5, without the prior written consent of Assignee, which consent will not be unreasonably withheld or delayed. From and after the occurrence of an uncured event of default, Assignor's license with respect to the Patents, Trademarks and Licenses as set forth in this paragraph 5 shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.
- 7) Reassignment to Assignor. Upon payment in full of the Credit and termination of the Credit Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Credit Agreement.
- 8) Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any trademark application of the Trademarks pending as of the date hereof or hereafter until the Credit shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks, as Assignor deems appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent application or trademark application, or any pending patent application, trademark application, patent, or trademark without the consent of Assignee, which consent shall not be unreasonably withheld.
- 9) Assignee's Right to Sue. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder and if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly,

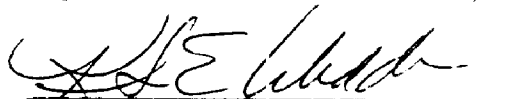
upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 8.

- 10) Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11) Severability. The provisions of the Assignment 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 thereof, 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 Assignment in any jurisdiction.
- 12) Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.
- 13) Cumulative Remedies: Effect on Credit Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to facilitate the exercise of such rights and remedies.
- 14) Binding Effect: Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.
- 15) Governing Law. This Assignment has been executed and delivered in Indiana, and shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the 3 day of December, 1998.

EQUIPMENT TECHNOLOGIES, L.L.C.

By:



Kenneth E. Weddle President
Printed Name - Title

2321 Executive Drive
Indianapolis, IN 46241
Attention: Kenneth E. Weddle
Telephone: 390-2105
Fax: 390-2101

EquipmentTechnologiesLLC98327

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

3rd The foregoing Patent, Trademark and License Agreement was executed and acknowledged before me this December day of 1998, by Kenneth E. Weddle, the President of Equipment Technologies, L.L.C., as the authorized act and deed of such Assignor.

[Signature]
Notary Public

[Signature]
Printed Name - Notary Public

My County of Residence: Hamilton

My Commission Expires: 11/15/2000

Agreed and Accepted as of this 3rd day of December, 1998.

NBD BANK, N.A.

By: [Signature]
Margaret M. Connolly AVP
Printed Name - Title

One Indiana Square, Mail Station 7038
Indianapolis, IN 46266
Attention: Maggie Connolly
Telephone: (317) 266-5189
Fax: (317) 266-7859

SCHEDULE A

PATENTS/PATENT APPLICATIONS

Patent Application Number	Patent Number	Issue/Filing Date	Expiration Date
09/036,248		3/06/98	
09/050,455		3/30/98	
29/077,560		10/06/98	
09/123,954		7/29/98	

SCHEDULE B

TRADEMARKS/TRADEMARK APPLICATION

Trademark Application Number	Trademark Number	Issue/Filing Date
75/310,411		5/29/97
75/310,415		5/27/97
75/310,416		5/27/97
75/447,608		3/10/98

SCHEDULE C

LICENSE AGREEMENTS

<u>Licensor</u>	<u>Licensee</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>