FORM PTO-1594 1-31-925 - 0 - 99

05/12/1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

3. Nature of Conveyance: Individual(s) clitzenship Association As	() 10-5151	
Individual(s) Individual(s	To the Honorable Commissioner of Patents and Transmission.	J30338 ents or copy thereof
Individual(s) Seneral Patrinership Congression State India ana Additional name(s) of conveying party(se) attached? ves No 3. Nature of Conveyance:	1. Name of conveying party(ies):	2. Name and address of receiving party (ies)
General Partmership	Cybo Robots, Inc.	Name: NBD Bank, N.A.
Corporation-State Indiana Corporation-State Indiana Corporation-State Corporat		Internal Address: MAY
Additional name(s) of conveying party(ses) attached?	🔼 Corporation-State Indiana	Street Address: One Indiana Square
Assignment Security Agreement Change of Name General Partnership General Partnership Corporation-State Corporation	Additional name(s) of conveying party(ies) attached? Yes X No	City <u>Indianapolis</u> State <u>Indiana</u> ZIP <u>46204</u>
Assignment General Partnership General P	3. Nature of Conveyance:	☐ Individual(s) citizenship
Security Agreement	·	General Partnership
Execution Date: April 16, 1999 4. Application number(s) or registration number(s): A. Trademark Application No(s) 75/338,271 And 75/338,269 Additional numbers attached? Pres No 5. Name and address of party to whom correspondence concerning document about be mailed: Name: Todd N. Bundrant Internal Address: Baker & Daniels Suite 2700 Street Address: 300 N. Meridian St. City Indianapolis Street Address: 300 N. Meridian St. City Indianapolis Street Address: 300 N. Meridian St. Do Not Use This SPACE 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. Name of Person Signing Do Not Use This SPACE 9. Statement and signature. To the Dest of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Name of Person Signing Do Not Use This space in Tordemark Registration No.(s) 2, 197,893 and 2,074,826 Additional numbers attached? Pres No. 6. Total number of applications and registrations involved: 4 City Indianapolis Street Address: 300 N. Meridian St. City Indianapolis City Indianapolis 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. Todd N. Bundrant Name of Person Signing Do not detach this portion CHECK Refund Total: \$45.00 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231	Assignment Merger	Corporation-State
Execution Date: April 16, 1999 4. Application number(s) or registration number(s): A. Trademark Application No(s) 75/338,271 B. Trademark Registration No.(s) 2, 197,893 and 2,074,826 Additional numbers attached? No Additional numbers attached? No Additional numbers attached? No Additional numbers attached? No 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Todd N. Bundrant Internal Address: Baker & Daniels Suite 2700 Suite 2700 Active Indianapolis Street Address: 300 N. Meridian St. City Indianapolis Suite 172536 Authorized to be charged to deposit account (any additional fees) (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. Todd N. Bundrant Name of Person Signing Do not detach this portion CHEDX Refund Total: \$45.00 Mail documents to be recorded with fequired cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231		If assignee is not domiciled in the United States, a domestic representative designation is
Additional name(s) & address(es) attached?	Everyties Date: April 16, 1000	(Designation must be a separate document from Assignment)
A. Trademark Application No(s) 75/338,271 B. Trademark Registration No.(s) 2,197,893 and 2,074,826 Additional numbers attached?	Execution Date: April 10, 1999	Additional name(s) & address(es) attached? Yes No
Additional numbers attached?	4. Application number(s) or registration number(s):	
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Internal Address: Baker & Daniels Suite 2700 Street Address: 300 N. Meridian St. City Indianapolis State Indiana ZIP 46204 DO NOT USE THIS SPACE 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. Todd N. Bundrant Name of Person Signing Name of Person Signing DOMB No. 0651-0011 (exp 4/94) WE Inclosed (Check # 172536) A Authorized to be charged to deposit account (any additional fees) (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. Todd N. Bundrant Name of Person Signing Signature Total number of pages comprising cover sheet: 8 DOMB No. 0651-0011 (exp 4/94) 185/1291896: DNGUYEN 0000081095 WE CRECK Refund Total: \$45.00 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231	document should be mailed:	- Total number of approachers and registrations involved.
Street Address: 300 N. Meridian St. Street Address: 300 N. Meridian St. Mauthorized to be charged to deposit account (any additional fees)	Name: Todd N. Bundrant	
Street Address: 300 N. Meridian St. Street Address: 300 N. Meridian St. Authorized to be charged to deposit account (any additional fees) 8. Deposit account number: 02-0390 Baker & Daniels (any additional fees) (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. Todd N. Bundrant Name of Person Signing Total number of pages comprising cover sheet: 8 OMB No. 0651-0011 (exp 4/94) INTEN 00000322 2197893 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231	Internal Address: Baker & Daniels	
Street Address: 300 N. Meridian St. City Indianapolis State Indiana ZIP 46204 DO NOT USE THIS SPACE 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. Todd N. Bundrant Name of Person Signing Name of Person Signing Total number of pages comprising cover sheet: 8. Deposit account number: 02-0390 Baker & Daniels (any additional fees) (Attach duplicate copy of this page if paying by deposit account) 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. Todd N. Bundrant Name of Person Signing Signature Total number of pages comprising cover sheet: 8. OMB No. 0651-0011 (exp 4/94) WEEK Refund Total: \$45.00 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231	Suite 2700	
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reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this	burden estimate to the U.S. Patent and Trademark Office, Office of Informa Management and Budget. Paperwork Reduction Project. (0651-0011), \	ation Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of

AMENDED AND RESTATED SECURITY AGREEMENT WITH RESPECT TO PATENTS, TRADEMARKS AND LICENSE AGREEMENTS

THIS SECURITY AGREEMENT WITH RESPECT TO PATENTS, TRADEMARKS AND LICENSE AGREEMENTS ("Agreement") made as of this // day of // , 1999, by CYBO ROBOTS, INC., an Indiana corporation having its chief executive office at 2040 Production Drive, Indianapolis, Indiana 46241 ("Grantor"), and NBD BANK, N.A., a national banking association with its chief office located at One Indiana Square, Indianapolis, Indiana (hereinafter called the "Grantee"):

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of October 1, 1997, as amended (the "Credit Agreement"), which Credit Agreement provides (i) for the Grantee to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Grantee of a security interest in certain of Grantor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, 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, Grantor agrees as follows:

- 1) <u>Incorporation of Credit Agreement</u>. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
- 2) Grant of Security Interest in Patents, Trademarks. To secure the complete and timely satisfaction of all the "Credit" (as defined in the Credit Agreement), Grantor hereby grants a security interest to Grantee 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, trade names 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, trade names 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 Grantor 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 Grantor 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 Grantor's business connected with and symbolized by the Trademarks.

- Restrictions on Future Agreements. Grantor agrees that until the Credit shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor will not, without Grantee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Grantor's obligations under this Agreement and Grantor 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 Grantee under this Agreement.
- New Patents, Trademarks, and Licenses. Grantor 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 Grantor. If, before the Credit shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names 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 Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule A, B and/or C, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under paragraph 1 above or under this paragraph 4.
- 5) <u>Terms.</u> 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 shall have been paid in full and the Credit Agreement has been terminated.
- Duties of Grantor. Grantor 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 Grantor 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 Grantor. Grantor 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 Grantee, which consent shall not be unreasonably withheld.
- 7) <u>Waivers</u>. No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, 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.
- 8) Severability. The provisions of the 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 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 Agreement in any jurisdiction.
- 9) <u>Modification</u>. This Agreement 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.
- 10) <u>Cumulative Remedies; Effect on Credit Agreement</u>. All of Grantee'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. Grantor acknowledges and agrees that this Agreement is not intended to facilitate the exercise of such rights and remedies.

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- Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and 11) assigns, and shall inure to the benefit of Grantee, its nominees and assigns.
- 12) Effect. This Agreement amends and restates a prior agreement dated October 1, 1997.
- 13) Governing Law. This Agreement has been executed and delivered in Indiana, and shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of 16 April , 1999.

CYBO ROBOTS, INC.

By: RCHEEVE, CEO

Printed: RON REEVE

Title: CEO

STATE OF INDIANA)
) SS: COUNTY OF MARION)
The foregoing Security Agreement with Respect to Patents, Trademarks and License Agreements was executed and acknowledged before me this /674 day of APRIL, 1999, by ROBOTS, INC., as the authorized act and deed of such Grantor.
Sherry L. SCHRIER
SHERRY L. SCHRIER Printed Name - Notary Public
My County of Residence: HENDEICKS
My Commission Expires: SEPT. 16, 1999
Agreed and Accepted as of this May of Amric, 1999.
NBD BANK, N.A.
By: V.R. Frihenon
Printed: W.R. LOCKWOO
Title:

204721v1

SCHEDULE A

PATENTS/PATENT APPLICATIONS

Patent Application Number	Patent Number	Issue/Filing Date	Expiration Date
08/878,252		6/18/1997	6/18/2017
09/030,075		2/25/1998	2/25/2018
09/145,685		9/2/1998	9/2/2018
09/146,876		9/3/1998	9/3/2018
60/105,792		10/27/1998	10/27/1999

SCHEDULE B

TRADEMARKS/TRADEMARK APPLICATION

Trademark Registration Number	Trademark Serial Number	Issue/Filing Date
2197893	75-338270	10/20/1998
2074826	74-558302	7/1/1997
70	-	

PENDING APPLICATIONS

Reference Number		
	75/338,271	8/8/1997
	75/338,269	8/8/1997

SCHEDULE C

LICENSE AGREEMENTS

<u>Licensor</u>	<u>Licensee</u>	Date of Agreement	Expiration Date
None			
	1		
	1		
	1	<u> </u>	

TRADEMARK
RECORDED: 05/10/1999 REEL: 1896 FRAME: 0493