

02-13-2003

21303

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102364407

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

1. Name of conveying party(ies):

Anchor Lamina America, Inc.

21303

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/12/02

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, Agent

Internal Address:

Address:

Street Address: One S. Wacker Dr., Ste. 1400

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Rhode Island 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 registration number(s):

A. Trademark Application No.(s) 299000; 389236

B. Trademark Registration No.(s) 1493873; 2114629; 2444336; 76-389236

Additional number(s) attached Yes No

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

Name: Maisha Gibson

Internal Address:

Street Address: Goldberg Kohn

55 East Monroe Street, 37th Floor

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

06

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

02/14/2003 6TON11 00000035 1493873

01 FC:0521 40.00 OP 02 FC:0522 125.00 OP

Name of Person Signing

Maisha Gibson

Signature

2-12-03

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002671 FRAME: 0439

# COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Mortgage") made as of this 12 day of November, 2002, by ANCHOR LAMINA AMERICA, INC., a Michigan corporation, having an office at 38505 Country Club Drive, Farmington Hills, MI <sup>See 200</sup> ("Mortgagor") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as U.S. Agent for all lenders from time to time party to the Loan Agreement described below ("Lenders"), with an office at One South Wacker Drive, Suite 1400, Chicago, Illinois 60606 ("Mortgagee").

## WITNESSETH:

WHEREAS, Mortgagee, as U.S. Agent and as Administrative Agent ("Administrative Agent"), Fleet Capital Canada Corporation, as Canadian Agent ("Canadian Agent") (Administrative Agent, U.S. Agent and Canadian Agent are collectively referred to as "Agents"), the Lenders, Mortgagor and Anchor Lamina, Inc. ("Anchor Canada"; Mortgagor and Anchor Canada are sometimes referred to herein collectively as "Borrowers") are parties to a certain Loan and Security Agreement of even date herewith (as from time to time amended or otherwise modified, the "Loan Agreement") and other Loan Documents (collectively with the Loan Agreement as such documents are from time to time amended or otherwise modified, the "Financing Agreements"), which Financing Agreements provide, among other things, for Agents and Lenders to, from time to time, extend credit to or for the account of the Borrowers; and

WHEREAS, to secure payment and performance of Mortgagor's obligations and liabilities to each Agent and each Lender under the Financing Agreements ("Mortgagor's Obligations"), Agents have required that Mortgagor grant to U.S. Agent a security interest in substantially all of Mortgagor's assets, including without limitation, the copyrights, copyright agreements, copyright applications, patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and certain licenses of Mortgagor;

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Copyrights, Patents, Trademarks and Licenses. To secure the complete and timely payment and satisfaction of all of the "Mortgagor's Obligations", Mortgagor hereby grants to Mortgagee, for the benefit of each Agent and each Lender, and hereby reaffirms its prior grant pursuant to the Financing Documents of, a continuing security interest in all of its now existing and hereafter created or acquired:

(i) 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 Exhibit A attached hereto and hereby made a part hereof, and all renewals, extensions and continuations 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 or 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");

(ii) 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 Exhibit B attached hereto and made a part hereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and 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 or 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");

(iii) trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, 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 (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Exhibit C attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and 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 or 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 license agreements between Mortgagor and any other party with respect to any of the Copyrights or any of the Patents or any of the Trademarks or any other copyright, patent, trademark, service mark or any registration or application for registration or any other trade name or

tradestyle, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); notwithstanding the foregoing, to the extent that the provisions of any license of Copyrights, Patents or Trademarks expressly prohibit or give rise to a right of termination (which prohibition or right of termination is enforceable under applicable law) upon any assignment thereof, or the grant of a security interest therein, the security interest will not extend to Mortgagor's rights under such license (other than in respect of the proceeds thereof) for so long as such prohibition continues, it being understood that upon request of Mortgagee, Mortgagor will in good faith use reasonable commercial efforts to obtain any required consent for the creation of a security interest in favor of Mortgagee (and to Mortgagee's enforcement of such security interest) in Mortgagee's rights under such license and until the earlier of such time or such consent no longer being required Mortgagor will hold such license in trust for the benefit of Mortgagee; and

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

Upon the occurrence of an Event of Default, Mortgagee, on behalf of itself and Lenders, shall have the power, to the extent permitted by law, to exercise the rights and remedies of a secured party provided under the Loan Agreement, including without limitation the right to sell the Copyrights, Patents, Trademarks and Licenses.

3. Intentionally Omitted.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Mortgagor's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated (the "Loan Agreement Termination"), Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license under, any Copyright, Patent, Trademark or License, or enter into any other agreement with respect to any Copyright, Patent, Trademark or License which is inconsistent with the Loan Agreement under this Mortgage. Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Copyrights, Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Copyrights, Patents, Trademarks and Licenses listed on Exhibits A, B, C and D, respectively, constitute all of the registered Copyrights, registered Patents and registered Trademarks owned by, and Licenses granted by or to, Mortgagor at the date hereof. If, before the Loan Agreement Termination, Mortgagor shall (i) become aware of any existing Copyrights, Patents, Trademarks or Licenses of which Mortgagor has

not previously informed mortgagee; (ii) obtain rights to any new Copyrights, patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Copyrights, Patents, Trademarks or Licenses or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such (registered or unregistered) Copyrights, Patents, Trademarks and Licenses.

6. Royalties; Term. The term of the security interests/mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Copyrights, Patents, Trademarks and Licenses encumbered hereunder, and (ii) the Loan Agreement Termination. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Copyrights, Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon the Loan Agreement Termination, Mortgagee shall take such actions as may be necessary or proper to terminate and release its security interest in the Copyrights, Patents, Trademarks, and Licenses created hereby and pursuant to the Financing Agreements, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Copyrights, Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Copyrights, Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on written demand by Mortgagee and until so paid shall be added to the principal amount of the Mortgagor's Obligations and shall bear interest at the then applicable rate as set forth in the Loan Agreement.

9. Duties of Mortgagor. Mortgagor shall have the duty, in each case where commercially reasonable as determined by Mortgagor, (i) to file and prosecute diligently any copyright, patent, trademark or service mark applications pending as of the date hereof or thereafter until the Loan Agreement Termination, (ii) to make application on uncopyrighted but copyrightable works, on unpatented but patentable inventions and on trademarks and service marks, as appropriate, (iii) to preserve and maintain all rights in the Copyrights, Patents, Trademarks and Licenses and (iv) to ensure that the Copyrights, Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 9 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a copyright, patent, trademark or service mark application, or abandon any such Copyright, Patent, Trademark or License, in each case where such action could reasonably be expected to have a Material Adverse Effect, without the written

consent of Mortgagee. If Mortgagor fails to comply with any of the foregoing duties, Mortgagee may perform said duties in Mortgagor's name, to the extent permitted by law. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, except to the extent that the failure to perform any of the following would not reasonably be expected to have a Material Adverse Effect, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment exercised in a commercially reasonable manner, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks. Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses of Mortgagee, including attorney's fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 9.

10. Mortgagee's Right to Sue. After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee, including attorneys' fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing among Mortgagor, Mortgagee and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee or Lenders, any right, power or privilege hereunder or under the Loan 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.

12. Severability. The provisions of this Mortgage 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 Mortgage in any jurisdiction.

13. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Copyrights, Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other

agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuation of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of any or all of the Copyrights, Patents, Trademarks and Licenses, or (ii) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (v) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee deems to be in its best interests. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Loan Agreement Termination. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee or Lenders or their respective successors transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Copyrights, Patents, Trademarks or Licenses may be located.

15. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee and Lenders, their successors, nominees and assigns.

16. GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

17. CONSENT TO FORUM AND WAIVERS. TO INDUCE MORTGAGEE AND LENDERS TO MAKE THE LOANS, AS EVIDENCED BY THE LOAN AGREEMENT, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION HERewith, SHALL BE SUBJECT TO LITIGATION THE SUPERIOR COURT OF COOK COUNTY, ILLINOIS OR, AT MORTGAGEE'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY

**HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS SECTION. MORTGAGOR AND MORTGAGEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. MORTGAGOR FURTHER WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGEE.**

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.



IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage  
in favor of Mortgagee as of the date first written above.

ANCHOR LAMINA AMERICA, INC.

By   
Its Vice President

AGREED AND ACCEPTED THIS  
\_\_\_ day of November, 2002.

FLEET CAPITAL CORPORATION,  
as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_


IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage  
in favor of Mortgagee as of the date first written above.

ANCHOR LAMINA AMERICA, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

AGREED AND ACCEPTED THIS  
\_\_\_ day of November, 2002.

FLEET CAPITAL CORPORATION,  
as Agent

By   
Its Simon Vice President

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

Please see attached.

**EXHIBIT C**

**Trademarks**

Please see attached.

# **EXHIBIT D**

## **Licenses**

Please see attached.

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

1. U.S. Borrower's Patents:

Country	Title of Invention	Serial No.	Filing Date	Patent No.	Issue Date	Owner
United States	Bump Cam	09/271,133	03-17-99	6,170, 375	01-09-01	Lamina, Inc.
South Korea	Bump Cam	7011255/2001	03-09-00	pending application		Lamina, Inc.
PCT	Bump Cam	US00/06127	03-09-00	may be lapsed		Lamina, Inc.
United States	High Performance Aerial and Die Mount Cams	09/113,716	07-10-98	5,884,521	03-23-99	Lamina, Inc.
Europe	High Performance Aerial and Die Mount Cams	99930814.1	06-29-99	pending application		Lamina, Inc.
South Korea	High Performance Aerial and Die Mount Cams	7000292//2001	06-29-99	pending application		Lamina, Inc.
PCT	High Performance Aerial and Die Mount Cams	US99/14691	06-29-99	may be lapsed		Lamina, Inc.
United States	Reversible Variable Speed, Rotary Casing, Orbital Gear Rotor Motor			3594105	07-20-71	Lamina, Inc.

2. U.S. Borrower's United States trademarks:

SER. NO.	FIL. DATE	REG. NO.	REG. DATE	EXPIRES	MARK
665,679	06/10/87	1,493,873	06/28/88	06/28/08	LAMINA
040,628	01/05/96	2,114,629	11/18/97	11/18/07	SQUEEZE
001,434	03/16/00	2,444,336	04/17/01	04/17/11	LAMCAM
299,000	08/10/01	PENDING			LAMINA
389,236	04/01/02	PENDING			ANCHOR DESIGN
	04/01/02	76-389236			MISCELLANEOUS DESIGN

3. U.S. Borrower's foreign trademarks

TRADEMARK: LAMINA

COUNTRY/CLASS	REG. NO. (Ser. No.)	REG. DATE	TERM	EXPIRES
Germany	1,150,756	12/04/89	10 years [Renewal in Progress]	06/09/98

TRADEMARK: LAMINA [Class 7 – Cams]  
(Based on U.S. Serial No. 76/299,000 filed 08/10/01)

COUNTRY/CLASS	REG. NO. (Ser. No.)	REG. DATE	TERM	EXPIRES
Canada	1,116,126 filed 09/24/01		PENDING	
China	ZC 3018481		PENDING	
European Community	2,388,015 filed 09/25/01		PENDING	
Japan	102246/2001 filed 11/14/01		PENDING	
Korea	40-2001-44853 filed 10/12/01		PENDING	

4. U.S. Borrower's licenses:

Manufacturing/licensing agreement date June 5, 1995 between UMIX Co., Ltd. and Lamina Inc. (now Anchor Lamina America, Inc.) with respect to UMIX Co. U.S. Patent No. 5,101,705.