

**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 16 day of April, 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) 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) 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.

3) 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.

4) 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) Terms. 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.

6) 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) Waivers. 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) Modification. 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) Cumulative Remedies; Effect on Credit Agreement. 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.

11) Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and 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: RON REEVE, 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 16TH day of APRIL, 1999, by RONALD C. REEVE, the C.E.O. of CYBO ROBOTS, INC., as the authorized act and deed of such Grantor.

Sherry L. Schrier
Notary Public

SHERRY L. SCHRIER
Printed Name - Notary Public

My County of Residence: HENDRICKS

My Commission Expires: SEPT. 16, 1999

Agreed and Accepted as of this 16 day of April, 1999.

NBD BANK, N.A.

By: W.R. Lockwood

Printed: W.R. LOCKWOOD

Title: VP

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 C

LICENSE AGREEMENTS

<u>Licensors</u>	<u>Licensee</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>
None			