

02-16-2001

HEET

Docket No.:

12427.102



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Tab settings

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

The JPM Company

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

Additional names(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

2-5-01

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

Execution Date: December 15, 2000

2. Name and address of receiving party(ies):

Name: First Union National Bank

Internal Address: 1 South Penn Square

Street Address: 1339 Chestnut St., 4th Floor PA4810

City: Philadelphia State: PA ZIP: 19107

- ☐ Individual(s) citizenship
☒ Association National Banking Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ 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 numbers(s):

A. Trademark Application No.(s)

75/828,715
76/026,225
76/081,142

B. Trademark Registration No.(s)



02-05-2001

Additional numbers attached? ☐ Yes ☒ No

U.S. Patent & TMO/TM Mail Rcpt Dt. #71

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

Name: Karl S. Sawyer, Jr.

Internal Address: Kennedy Covington Lobdell &

Hickman, LLP

4200 Bank of America Corporate Center

Street Address: 100 N. Tryon St.

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ \$90.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

18-1215

DO NOT USE THIS SPACE

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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.

Karl S. Sawyer, Jr.

Name of Person Signing

Karl Sawyer

Signature

February 1, 2001

Date

19

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

TRADEMARK
REEL: 002237 FRAME: 0145

Continuation of Recordation Form Cover Sheet
Docket No. 12427.102
Trademarks secured by Security Agreement
Between The JPM Company, JPM Technology, Inc.
And First Union National Bank (successor by merger to
CoreStates Bank, N.A.)
Executed December 15, 2000

Additional name of conveying party

JPM Technology, Inc., a Delaware Corporation

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT is made as of December 15, 2000, among **THE JPM COMPANY**, a Pennsylvania corporation ("**Borrower**"), **JPM TECHNOLOGY, INC.** a Delaware corporation ("**Technology**"), **FIRST UNION NATIONAL BANK (successor by merger to CoreStates Bank, N.A.)** in its capacity as agent ("**Agent**") for the Lenders (hereinafter defined) and the Issuing Bank (hereinafter defined).

Statement of Facts

WHEREAS, the Borrower, First Union National Bank (successor by merger to CoreStates Bank, N.A.), as Agent and as issuer of letters of credit (in such capacity the "Issuing Bank"), and the lenders parties thereto ("Lenders") have heretofore entered into that certain Loan Agreement dated April 9, 1998, as amended by that certain Amendment and Modification to Loan Agreement dated December 17, 1998 (the "**First Amendment**"), that certain Waiver and Second Amendment and Modification to Loan Agreement dated May 15, 2000 (the "**Second Amendment**") and that certain Waiver and Third Amendment and Modification to Loan Agreement dated September 14, 2000 (the "**Third Amendment**", the Agreement, as amended by the First, Second and Third Amendments and as may hereafter be amended, supplemented or restated from time to time, being the "**Loan Agreement**");

WHEREAS, the Lenders have made Advances, as that term is defined in the Loan Agreement, to the Borrower, which Advances and other obligations owed pursuant to the Loan Agreement (collectively the "Lender Indebtedness") are unconditionally guaranteed by three wholly owned, domestically incorporated subsidiaries of Borrower, to wit: The JPM Borrower of Delaware ("JPM/Delaware"), Technology and Denron, Inc. ("Denron") (collectively the "Guarantors") pursuant to Surety Agreements each dated as of April 9, 1998 (the "Surety Agreements");

WHEREAS, repayment of the Lender Indebtedness is secured, *inter alia*, by security interests granted pursuant to certain security agreements dated as of April 9, 1998 from the Borrower and the Guarantors (each as amended, supplemented or otherwise modified, the "Security Agreements") made in favor of the Agent for the benefit of the Lenders and the Issuing Bank (collectively the "Secured Parties");

The parties are entering into this Agreement to, *inter alia*, further establish and document the Agent's security interest in and payment right from any Intellectual Property (hereafter defined) or general intangibles collateral owned by Borrower and Technology; and

In consideration of the foregoing premises and other good and valuable consideration, the parties to this agreement agree as follows:

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Statement of Terms

1. **Grant of Security Interest.** To secure the complete and timely satisfaction of all of Borrower's Lender Indebtedness pursuant to the Loan Agreement, and to secure all of Technology's obligations under its Surety Agreement (all of said obligations and liabilities being herein collectively called the "Secured Obligations"), Borrower and Technology ("Grantors") hereby grant to Agent a present and continuing security interest in the entire right, title and interest of Grantors in and to, as and by way of a first security interest having priority over all other security interests, all the Grantors' now owned or existing and hereafter owned, acquired or arising (collectively, along with any other Intellectual Property (as defined below) of the Grantors which may from time to time secure the Secured Obligations, the "Collateral"):

(a) patents, rights and interests in patents, patentable inventions and patent applications anywhere in the world, including, without limitation, the patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all rights corresponding thereto and all patents that ultimately issue on any listed patent applications, re-issues, extensions, divisions, continuations (in whole or in part) and renewals of any of the foregoing, (ii) as well as any patents and patent applications granted or filed outside the United States, including, without limitation, any patents and patent applications which claim benefit of the priority date of or otherwise correspond to patents or patent applications listed on Schedule 1, (iii) all proceeds thereof, including, without limitation, all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements, and (v) all Grantors' rights corresponding to any of the foregoing throughout the world (individually/collectively referred to as the "Patents");

(b) trademarks, rights and interests in trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all registrations and recordings thereof, and all applications in connection therewith anywhere in the world, including without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 2 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Borrower's and Technology's business symbolized by the foregoing and connected therewith, and (v) all Grantors' rights corresponding thereto throughout the world (individually/collectively referred to as the "Trademarks");

(c) rights under or interest in any written agreement now or hereafter in existence, with any other party, whether either Grantor is granting or obtaining any rights to any Intellectual Property (as defined below) including, without limitation, those

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patent license agreements, trademark license agreements and service mark license agreements listed on Schedule 3 attached hereto and made a part hereof, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all goods and services now or hereafter owned by Grantors and now or hereafter covered by such licenses (individually/collectively referred to as the "Licenses");

(d) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications anywhere in the world, including any referred to on Schedule 4, attached hereto and made a part hereof, and (i) all reissues, extensions, and renewals of any of the foregoing, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iii) the right to sue for past, present and future infringements of any of the foregoing and (iv) all Grantors' rights corresponding to any of the foregoing throughout the world (individually/collectively referred to as the "Copyrights"); and

(e) (i) all systems software and applications software, including, without limitation, screen displays and formats, program structures, sequence and organization, all documentation for such software, including, without limitation, user manuals, flowcharts, programmer's notes, functional specifications, and operations manuals, all formulas, processes, ideas and know-how embodied in any of the foregoing, and all program materials, flowcharts, notes and outlines created in connection with any of the foregoing, whether or not patentable or copyrightable, (ii) concepts, discoveries, improvements and ideas, (iii) any useful information relating to the items described in clause (i) or (ii), including know-how, technology, engineering drawings, reports, design information, trade secrets, practices, laboratory notebooks, specifications, test procedures, maintenance manuals, research, development, manufacturing, marketing, merchandising, selling, purchasing and accounting, (iv) other licenses to use and any applications for any of the items described in the foregoing clauses (i), (ii) and (iii) or any other similar items of the Grantors necessary for the conduct of their businesses, and (v) all goodwill associated with the items described in such foregoing clauses (together with the Patents, Trademarks, Copyrights and Licenses, collectively referred to as the "Intellectual Property").

2. **Representations and Warranties.** Grantors represent and warrant that:

(a) With respect to any Intellectual Property, the loss, impairment or infringement of which could reasonably be expected to have a material adverse effect on the Grantors, such Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part and such Intellectual Property is valid and enforceable, except for Intellectual Property comprised of provisional applications, which may expire with the running of time;

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(b) the Grantors have made and will make all necessary filings and recordations to protect their interests in such Intellectual Property, including, without limitation, recordation of all their interests in the Patents and Trademarks in the United States Patent and Trademark Office and all of their interests in the Copyrights in the United States Copyright Office, except for Intellectual Property comprised of provisional applications, which may expire with the running of time;

(c) no claim has been made that the use of such Intellectual Property does or may violate the asserted rights of any third party;

(d) the Grantors have and will perform all acts and have paid all required fees and taxes to maintain the Patents, Trademark, Copyrights and Licenses in full force and effect;

(e) Borrower and/or Technology is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to its Intellectual Property, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Borrower and/or Technology not to sue third persons;

(f) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

(g) the Grantors have unqualified right to enter into this Agreement and perform its terms, including, without limitation, the corporate power and authority and the legal right to execute and deliver, to perform their obligations under, and to grant the security interests in the Collateral pursuant to this Agreement and have taken all necessary corporate action to authorize its execution, delivery and performance of, and grant of the security interests on the Collateral pursuant to, this Agreement;

(h) The Intellectual Property listed on Schedule 1, Schedule 2, Schedule 3 and Schedule 4 includes all of the Patents, Trademarks, Copyrights and Licenses now owned or held by Grantors; and

(i) The security interests granted pursuant to this Agreement (a) constitute valid perfected security interests in all of the Collateral for which a security interest can be perfected with the filing of financing statements in favor of the Agent, for the ratable benefit of itself and the Lenders, as collateral security for the Secured Obligations, enforceable in accordance with the terms hereof against all creditors of the Grantors and any persons purporting to purchase any Collateral from the Grantors and (b) are prior to all other liens on the Collateral in existence on the date hereof.

3. **No Inconsistent Agreements.** Grantors agree that, so long as this Agreement is in effect, neither will not enter into any agreement (for example, a license,

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loan or assignment agreement) which is inconsistent with Grantors' obligations under this Agreement, without Agent's prior written consent.

4. Additional Intellectual Property Rights.

(a) If, after the date of this Agreement and before this Agreement is terminated, Grantors shall obtain rights to or become entitled to the benefit of any Intellectual Property, including, without limitation any Patents, Trademarks, Copyrights and/or Licenses, then the provisions of paragraph 1 shall automatically apply thereto and Grantors shall give to Agent notice thereof in writing within 30 days of the occurrence of such event. In addition, Grantors shall promptly notify the Agent if it knows, or has reason to know of any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or United States Copyright Office, as applicable, or any court, regarding the Grantors' ownership of any Patents, Trademarks, Copyrights or Licenses, their rights to register the same, or to keep and maintain the same. In the event that any Patents, Trademarks, Copyrights or Licenses are infringed, misappropriated, or diluted by a third party, Grantors shall notify the Agent promptly after learning thereof;

(b) Grantors hereby authorize the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future Patents owned or held by Borrower and/or Technology, or (ii) by amending Schedule 2 to include any future Trademarks owned or held by Borrower and/or Technology, or (iii) by amending Schedule 3 to include any Licenses to which Borrower and/or Technology becomes a party, or (iv) by amending Schedule 4 to include any future Copyrights owned or held by Borrower and/or Technology, and (v) by filing with the United States Patent and Trademark Office or United States Copyright Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing such amended Schedules 1, 2, 3 and 4 thereto, as the case may be.

5. Nature and Continuation of the Agent's Security Interest;

Termination of the Agent's Security Interest; Release of Collateral. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents, Trademarks and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash. Upon such termination and at the written request of the Borrower or its successors or assigns, and at the cost and expense of the Borrower or its successors or assigns, the Agent shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Agent's security interest in the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement.

6. Event of Default. The failure of either Grantor to perform any of its obligations hereunder, any breach in any material respect of any representation or warranty of Grantors herein, or the occurrence of any default under, or breach in any material respect of any of the terms of, the Loan Agreement or the Surety Agreement (or

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either of them) will also constitute a default under this Agreement (herein referred to as an "Event of Default").

7. **Cumulative Remedies; Power of Attorney.** Grantors agree, upon the request of the Agent and promptly following such request, at their sole cost, to take any action, provide Agent with such agreements, financing statements and additional instruments, documents or information and execute any instrument which the Agent may in its discretion deem necessary or advisable to perfect, protect and/or maintain the security interests in the Collateral, or any portion thereof or to carry out the terms of this Agreement. Grantors hereby irrevocably designates, constitutes, authorizes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion), with full power of substitution, as Grantors' true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Grantors' or the Agent's name, to take any action which the Agent may deem necessary or advisable to protect the Collateral and their interests thereon and their rights hereunder and to execute on Grantors' behalf and file at Grantors' expense, any instrument or document in those public offices deemed necessary or appropriate by Agent to establish, maintain and protect a continuously perfected security interest in the Collateral and accomplish the purposes of this Agreement, including, without limitation, (i) to endorse the name of either Grantor on all applications, documents, papers and instruments necessary or desirable for the Agent in the use, prosecution or protection of the Patents, Trademarks, Copyrights or the Licenses, (ii) to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or the Licenses to anyone on commercially reasonable terms, (iii) to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, Copyrights or under the Licenses, to anyone on commercially reasonable terms, and (iv) to take any other actions with respect to the Patents, Trademarks, Copyrights or, to the extent permitted, the Licenses as the Agent deems in its own or the Lenders' best interest. Grantors hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all the Secured Obligations shall have been paid in full in cash and the Loan Agreement shall have been terminated. Grantors acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the other Lenders under the Loan Agreement or the Security Agreements, but rather is intended to facilitate the exercise of such rights and remedies. Grantors acknowledge and certify as follows:

(a) The purpose of the Power of Attorney is to give the Agent broad powers to execute documents, handle or sell intellectual property and otherwise act in the name of the Grantors.

(b) The Power of Attorney is coupled with an interest and, as such, the Agent, in exercising any of its rights under the Power of Attorney is not a fiduciary of the Grantors. The Agent may exercise any of its rights under the Power of Attorney for the sole benefit of the Lenders without regard to the interests of the Grantors.

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(c) The Loan Agreement and the other loan documents were executed in connection with a commercial loan or other financial transaction for business purposes and not primarily for personal, family or household purposes.

(d) Any rights the Grantors may have to the specific provisions set forth in 20 Pa. C. S. 5601 et seq., as amended (specifically including Act 39 of 1999) are hereby forever waived and relinquished.

(e) Grantors agree and acknowledge that Agent, acting pursuant to the Power of Attorney, does not have a fiduciary relationship with Grantors, and accordingly has no duty to:

- (i) exercise the Power of Attorney for the benefit of Grantors;
- (ii) keep separate the assets of Grantors from those of Agent;
- (iii) exercise reasonable caution or prudence;; or
- (iv) keep any record of any action, receipt or disbursement Agent may make on behalf of Grantors

(f) The Grantors have read and understand the Power of Attorney and this subsection regarding disclosure and disclaimer regarding Power of Attorney.

(g) The Grantors have consulted with legal counsel regarding the Power of Attorney and this subsection regarding disclosure and disclaimer regarding Power of Attorney.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies 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, Copyrights or the Licenses may be located or deemed located. If an Event of Default has occurred and is continuing and the Agent has elected to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Patents, Trademarks, Copyrights and Licenses, Grantors agree to assign, convey and otherwise transfer title in and to the Patents, Trademarks, Copyrights and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All the Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and the Licenses, whether established hereby, by the Loan Agreements, by the Security Agreements, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that if an Event of Default has occurred and is continuing, the Agent may exercise any of the rights and remedies provided in this Agreement, in the Loan Agreement, in any of the Security Agreements, in any other documents executed and delivered in connection

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therewith. Grantors agree that any notification of intended disposition of any of the Patents, Trademarks, Copyrights and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

8. **Remedies on Default.** If any Event of Default shall have occurred and be continuing, Agent shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Pennsylvania and in the State of Delaware, and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without other notice or demand whatsoever to Grantors, transfer ownership rights to Agent and sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Intellectual Property, or any interest which Borrower may have therein and, after deducting from the proceeds of sale or other disposition of the Intellectual Property all expenses (including all reasonable expenses for legal services actually incurred without giving effect to any statutory presumption), shall apply the residue of such proceeds toward the payment of the Secured Obligations (which application shall be made, first, to Agent's costs and expenses of such collection, sale or other disposition, including reasonable attorney's fees actually incurred without giving effect to any statutory presumption, and then to the payment of the other Secured Obligations then due). Borrower shall be liable for any deficiency remaining after the application of such proceeds. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantors. If required by applicable law, notice of any sale or other disposition of the Intellectual Property shall be given to Grantors at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

9. **Agent.** Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights or remedies, and to take or refrain from taking action in accordance with, and subject to the terms and conditions of, this Agreement, and the Loan Agreement and the Security Agreements.

10. **Enforcement of Intellectual Property.** Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, in which event Grantors shall at the request of Agent do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. If in any case Agent elects not to enforce any of the Intellectual Property, Grantors shall have the right (at their own expense) to bring suit in its own name or the name of Agent to enforce such Intellectual Property, in which event Agent shall at the request of Grantors do any and all lawful acts and execute any and all proper documents in aid of such enforcement. Grantors shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this

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paragraph 10, including reasonable attorney's fees actually incurred without giving effect to any statutory presumption.

11. **No Waiver.** No course of dealing between Grantors and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this 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.

13. **Modification.** This Agreement is subject to modification only by a writing signed by Grantors and Agent, except as provided in paragraph 4.

14. **Benefit of Agreement.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided that Grantors shall not assign or transfer all or part of their right, title and interest in and to the Intellectual Property (or any of them) without the prior written consent of Agent.

15. **Governing Law.** The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Pennsylvania, without giving effect to its conflict of law rules, and the United States of America.

16. **Terminology; Headings.** All singular terms used herein shall include the plural and vice versa, and all pronouns used herein shall be deemed to cover all genders. All section headings used herein are for convenience of reference only and do not constitute a substantive part of this Agreement.

17. **Termination of Agreement.** This Agreement and the security interest granted hereunder shall remain in full force and effect until such time as the Loan Agreement is still in effect and no Secured Obligations are outstanding

18. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which counterparts when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same Agreement.

19. **Expenses; Indemnity.** Grantors will upon demand pay to Agent the amount of any and all expenses, including reasonable attorney's fees and fees of other experts, which Agent may from time to time actually incur (and calculated without giving

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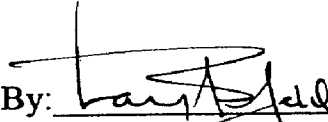
effect to any statutory presumption) in connection with (i) the administration of this Agreement, (ii) the preservation of or the sale or other disposition of or other realization upon any of the Patents, (iii) the exercise or enforcement of any of the rights of Agent hereunder or (iv) the failure by Grantors to perform or observe any of the provisions hereof. Grantors also hereby agree, jointly and severally, to indemnify Agent and hold Agent harmless from and against any liability, loss, damage, suit, action or proceeding ever suffered or incurred by Agent as a result of (i) Grantors' failure to observe, perform or discharge Grantors' duties hereunder or (ii) Agent's holding or administering this Agreement or its rights, titles or interests in the Intellectual Property, unless with respect to any of the above, Agent is judicially determined to have acted with gross negligence or to have engaged in willful misconduct. The obligations of Grantors under this paragraph 17 shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the day and year first above written.

GRANTORS:

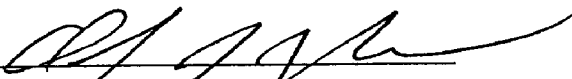
The JPM Company

By: 

Name: Wayne A. Bromfield

Title: Executive Vice President

JPM Technology, Inc.

By: 

Name: David J. Surgala

Title: President

AGENT:

First Union National Bank, as
Agent for the Lenders and the Issuing Bank

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the day and year first above written.

GRANTORS:

The JPM Company

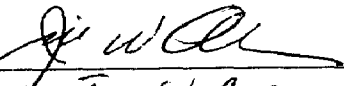
By: _____
Name: _____
Title: _____

JPM Technology, Inc.

By: _____
Name: _____
Title: _____

AGENT:

First Union National Bank, as
Agent for the Lenders and the Issuing Bank

By: 
Name: JIM W AKRE
Title: SENIOR VICE PRESIDENT

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Schedule 1**Patents**

Patent No./ Application Serial No.	Title	Inventor(s)	Country	Issue/Filing Date
09/427,329	Connector Having A Slide Rail Latch Release	Keith F. Tharp, Brian T. Mincemoyer	US	Filed 10/26/99
60/169,095	Starshield (known as Groundstar)	Keith F. Tharp, Timothy M. Scarano	US	Filed 12/06/99
09/538,618	A Cable Management Coupling And Shielding Interconnect System	Keith F. Tharp, Timothy M. Scarano	US	Filed 03/29/00
60/175,546	Multi-Faceted Interconnect For High Speed Data Transmission	Keith F. Tharp, Brian T. Mincemoyer	US	Filed 01/11/00
60/176,118	Multi-Faceted Interconnect for High Speed Data Transmission	Keith F. Tharp, Brian T. Mincemoyer	US	Filed 01/14/00
60/181,802	High Density Interlocking Interconnect – HDII	Keith F. Tharp, Brian T. Mincemoyer	US	Filed 02/11/00
60/194,466	Two Row .8 mm Connector	Keith F. Tharp, Brian T. Mincemoyer	US	Filed 04/04/00
60/199,073	Free Floating Rotational RF Coaxial Interconnect	Keith F. Tharp, Brian T. Mincemoyer	US	Filed 04/20/00
60/201,403	J45 Latch Release	Keith F. Tharp, Timothy M. Scarano	US	Filed 05/03/00
09/639,782	Latch Release	Keith F. Tharp, Timothy M. Scarano	US	Filed 08/16/00
09/659,642	Connector Boot With Integral Latch Release	Keith F. Tharp, Timothy M. Scarano	US	Filed 09/12/00

1902428.03
LIB: CH

Schedule 2

Trademarks

Mark	Serial No.	Country
SLIDERAIL	75/828,715	US
GROUNDSTAR	76/026,225	US
LEVERLATCH	76/081,142	US

1902428.03
LIB: CH

Schedule 3

Licenses

1902428.03
LIB: CH

TRADEMARK
REEL: 002237 FRAME: 0161

Schedule 4

Copyrights

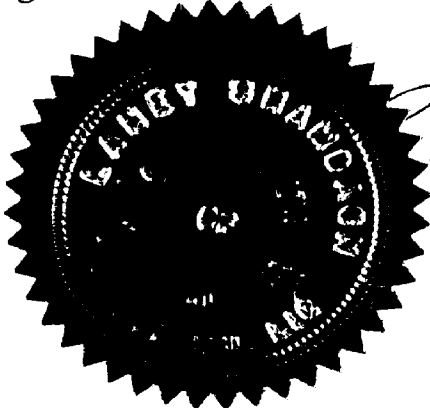
1902428.03
LIB: CH

TRADEMARK
REEL: 002237 FRAME: 0162

COUNTY OF Union

CERTIFICATE OF ACKNOWLEDGMENT

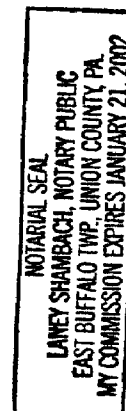
Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 15 day of December, 2000, personally appeared Wayne A. Bromfield, to me known personally, and who, being by me duly sworn, deposes and says that he is the Exec. VP of THE JPM COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Laney Shambach
Notary Public

My commission expires:

[NOTARIAL SEAL]

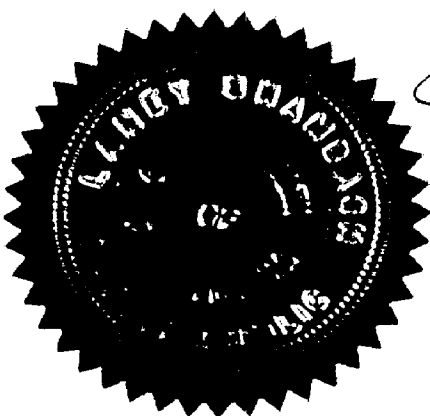


STATE OF Pennsylvania

COUNTY OF Union

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 15 day of December, 2000, personally appeared David J. Surgala, to me known personally, and who, being by me duly sworn, deposes and says that he is the President of JPM TECHNOLOGY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Laney Shambach
Notary Public

My commission expires:

[NOTARIAL SEAL]

