

06-08-2001

FORM PTO-1613A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
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TRADEMARK

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002310 FRAME: 0940

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2197893"/>	<input type="text" value="2248793"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2074826"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2269638"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

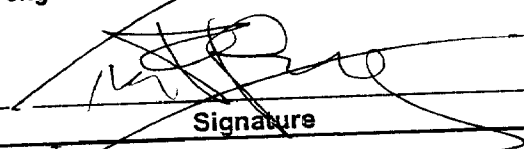
Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Thad R. Perry, President of

Name of Person Signing

Perry Investments, Inc.



Signature

3/11/01

Date Signed

CONTINUING SECURITY AGREEMENT

NAME OF DEBTOR: CYBO ROBOTS, INC., ("the Debtor")

TAXPAYER I.D. NO.: 35-2026374

DEBTOR'S ADDRESS 2040 Production Drive
Indianapolis, IN 46242

GRANT OF SECURITY INTEREST: The Debtor grants to NBD BANK, N.A., a national banking association, the secured party, (referred to as the "Bank"), whose address is One Indiana Square, Indianapolis, Indiana 46266, a continuing security interest in the Collateral described below, to secure the payment and performance of all of the Debtor's obligations owed to the Bank., including each and every debt, liability and obligation of every type and description now owed or arising at a later time, whether direct or indirect, joint, several, or joint and several and whether or not of the same type or class as presently outstanding, which shall collectively be referred to as "Liabilities." Liabilities shall also include all interest, costs, expenses and reasonable attorneys' fees accruing to or incurred by the Bank in collecting the Liabilities or in the protection, maintenance or liquidation of the Collateral.

DESCRIPTION OF COLLATERAL: The Collateral covered by this agreement is all of the Debtor's property described below, present and future, including but not limited to any items listed on any schedule or list attached. Also included are all proceeds, including but not limited to all cash, accounts, chattel paper and general intangibles arising from the sale, rent, lease, casualty loss or other disposition of the Collateral, and any Collateral returned to, repossessed by or stopped in transit by the Debtor. Also included are the Debtor's books and records which reflect the Collateral. Where the Collateral is in the possession of the Bank, the Debtor agrees to deliver to the Bank any property which represents an increase in the Collateral or profits or proceeds of the Collateral.

The Collateral includes all of the Debtor's interest in any:

1. "Accounts"; "Chattel Paper"; "Instruments"; "Documents"; "Investment Property"; and "General Intangibles" as those terms are defined in the Indiana Uniform Commercial Code ("UCC"). Also included is any right to a refund of taxes paid at any time to any governmental entity. Also included are letters of credit, and drafts under them, given in support of Accounts Receivable.
2. "Inventory" which consists of all property held at any location by or for the Debtor for sale, rent, or lease, or furnished or to be furnished by the Debtor under any contract of service, or raw materials or work in process and their products, or materials used or consumed in its business, and includes containers and shelving useful for storing.
3. "Equipment" which consists of any goods at any time acquired, owned or held by the Debtor at any location primarily for use in its business, including but not limited to machinery, fixtures, furniture, furnishings and vehicles, and any accessions, parts, attachments, accessories, tools, dies, additions, substitutions, replacements and appurtenances to them or intended for use with them.

WARRANTIES & COVENANTS: The Debtor warrants and covenants to the Bank that:

1. Its chief executive office is at the address shown above.
2. It will pay all Liabilities to the Bank secured by this agreement;
3. It is or will become the owner of the Collateral free from any liens, encumbrances or security interests except for (i) the security interest created by this agreement, (ii) the liens and encumbrances described on Exhibit A, attached hereto, and (iii) additional liens which are disclosed to and consented to by the Bank in writing, (together, the "Permitted Encumbrances") and will defend the Collateral against all claims and demands of all persons at any time claiming any interest in it;

4. It will keep the Collateral free of liens, encumbrances and other security interests except for Permitted Encumbrances, and will maintain it in good repair, not use it illegally and exhibit it to the Bank on demand;
5. At its own expense, the Debtor will maintain comprehensive casualty insurance on the Collateral against such risks, in such amounts, with such deductibles and with such companies as may be satisfactory to the Bank. Each insurance policy shall contain a lender's loss payable endorsement satisfactory to the Bank and a prohibition against cancellation or amendment of the policy or removal of the Bank as loss payee without at least 30 days prior written notice to the Bank. In all events, the amounts of such insurance coverages shall conform to prudent business practices and shall be in such minimum amounts that the Debtor will not be deemed a co-insurer. The policies, or certificates evidencing them, shall, if the Bank so requests, be deposited with the Bank;
6. It will not sell or offer to sell or otherwise transfer the Collateral, or change the location of the Collateral, without the written consent of the Bank, except in the ordinary course of business;
7. It will pay promptly when due all taxes and assessments upon the Collateral, or for its use or operation;
8. No financing statement covering all or any part of the Collateral or any proceeds is on file in any public office, unless the Bank has approved that filing, and at the Bank's request, the Debtor will execute one or more financing statements in form satisfactory to the Bank and will pay the cost of filing them in all public offices where filing is deemed by the Bank to be necessary or desirable;
9. It will immediately notify the Bank in writing of any change in its name, its business organization, or its chief executive office, and of any additional places of business;
10. It will provide any information that the Bank may reasonably request and will permit the Bank, upon prior notice, to inspect and copy its books and records during normal business hours.

COLLECTION OF ACCOUNTS AND OTHER AMOUNTS: Until the Bank gives notice to the Debtor to the contrary after an event of default, the Debtor will, in the usual course of its business and at its own expense, on the Bank's behalf but not as the Bank's agent, demand and receive and use its best efforts to collect all moneys due or to become due. Until the Bank gives notice to Debtor to the contrary after an event of default, it may use the funds collected in its business. Upon notice from the Bank after a upon default, the Debtor agrees that all sums of money it receives on account of or in payment or settlement of the Accounts, Chattel Paper, investment Property and General Intangibles shall be held by it as trustee for the Bank without commingling with any of its funds, and shall immediately be delivered to the Bank with endorsement to the Bank's order of any check or similar instrument. It is agreed that, at any time the Bank so elects, it shall be entitled, in its own name or in the name of the Debtor or otherwise, but at the expense and cost of the Debtor, to collect, demand, receive, sue for or compromise any and all Accounts, Chattel Paper, Investment Property and General Intangibles, and to give good and sufficient releases, to endorse any checks, drafts or other orders for the payment of money payable to the Debtor and, in its discretion, to file any claims or take any action or proceeding which the Bank may deem necessary or advisable. It is expressly understood and agreed, however, that the Bank shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. All notices required in this paragraph will be immediately effective when sent. Such notices need not be given prior to the Bank's taking action. The Debtor appoints the Bank or the Bank's designee as the Debtor's attorney-in-fact to do all things with reference to the Collateral as provided for in this section including without limitation (1) to notify the post office authorities to change the Debtor's mailing address to one designated by the Bank, (2) to receive, open and dispose of mail addressed to the Debtor; (3) to sign the Debtor's name on any invoice or bill of lading relating to any Collateral, on assignments and verifications of account and on notices to the Debtor's customers, and (4) to do all things necessary to carry out this agreement. The Debtor ratifies and approves all acts of the Bank as attorney-in-fact. The Bank shall not be liable for any act or omission, nor any error of judgment or mistake of fact or law, but only for its gross negligence or willful misconduct. This power being coupled with an interest is irrevocable until the Liabilities have been fully satisfied.

The Bank shall have the right now, and at any time in the future in its sole and absolute discretion, without notice to the Debtor, to (a) prepare, file and sign the Debtor's name on any proof of claim in bankruptcy or similar document against any owner of the Collateral and (b) prepare, file and sign the Debtor's name on any notice of lien, assignment or satisfaction of lien or similar document in connection with the Collateral.

Immediately upon the Debtor's receipt of any Collateral evidenced by an agreement, instrument, chattel paper or document ("Special Collateral"), the Debtor shall mark the Special Collateral to show that it is subject to the Bank's security interest and shall deliver the original to the Bank together with appropriate endorsements and other specific evidence of assignment in form and substance satisfactory to the Bank.

REPRESENTATIONS: Debtor represents that: (a) the execution and delivery of this agreement and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which it is bound, and do not require the consent or approval of any governmental authority or any third party; (b) this agreement is a valid and binding agreement, enforceable according to its terms; and (c) all balance sheets, profit and loss statements, and other financial statements furnished to the Bank are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates. Each Debtor, other than a natural person, further represents that: (a) it is duly organized, existing and in good standing under the laws where it is organized; and (b) the execution and delivery of this agreement and the performance of the obligations it imposes (i) are within its powers and have been duly authorized by all necessary action of its governing body; and (ii) do not contravene the terms of its articles of incorporation or organization, its by-laws, or any agreement governing its affairs.

DEFAULT/REMEDIES: If the Debtor fails to pay any of the Liabilities when due, or if a default by anyone occurs under the terms of any agreement related to any of the Liabilities, or if the Debtor dies or fails to observe or perform any term of this agreement, or if any representation or warranty contained in this agreement is untrue, or if there is a material change in the financial condition of the Debtor which the Bank in good faith determines to be materially adverse, then the Bank shall have the rights and remedies provided by law or this agreement, including but not limited to the right to require the Debtor to assemble the Collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties, the right to take possession of the Collateral with or without demand and with or without process of law, and the right to sell and dispose of it and distribute the proceeds according to law. In connection with the right of the Bank to take possession of the Collateral, the Bank may take possession of any other items of property in or on the Collateral at the time of taking possession, and hold them for the Debtor without liability on the part of the Bank. If there is any statutory requirement for notice, that requirement shall be met if the Bank sends notice to the Debtor at least ten (10) days prior to the date of sale, disposition or other event giving rise to the required notice. The Debtor is liable for any deficiency remaining after disposition of the Collateral.

MISCELLANEOUS:

1. At its option the Bank may, but shall be under no duty or obligation to, discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, and pay for the maintenance and preservation of the Collateral, and the Debtor agrees to reimburse the Bank on demand for any payment made or expense incurred by the Bank, with interest at the highest rate permitted under any of the instruments evidencing the Liabilities.
2. No delay on the part of the Bank in the exercise of any right or remedy operates as a waiver, no single or partial exercise by the Bank of any right or remedy precludes any other exercise of it or the exercise of any other right or remedy, and no waiver or indulgence by the Bank of any default is effective unless it is in writing and signed by the Bank, nor does a waiver on one occasion waive that right on any future occasion.
3. If any provision of this agreement is invalid, it shall be ineffective only to the extent of its invalidity, and the remaining provisions shall be valid and effective.
4. Except as provided in the Accounts paragraph above, notice from one party to another relating to this agreement shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or facsimile number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express or like overnight courier service or (e) facsimile, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communications of that type. Notice made in accordance with this section shall be deemed delivered on receipt if delivered by hand or wire transmission, three business days after mailing if mailed by first class, registered or certified mail, or on

the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

5. All rights of the Bank inure to the benefit of the Bank's successors and assigns; and all obligations of the Debtor bind the Debtor's heirs, executors, administrators, successors and assigns. If there is more than one Debtor, their obligations are joint and several.
6. A carbon, photographic or other reproduction of this agreement is sufficient, and can be filed as a financing statement. The Bank is irrevocably appointed the Debtor's attorney-in-fact to execute any financing statement either by itself or on Debtor's behalf covering the Collateral.
7. The terms and provisions of this security agreement are governed by Indiana law.

WAIVER OF JURY TRIAL: The Bank and the Debtor, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this agreement or any related instrument or agreement, or any of the transactions contemplated by this agreement, or any course of conduct, dealing, statements (whether oral or written), or actions of either of them. Neither the Bank nor the Debtor shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Debtor except by a written instrument executed by both of them.

Dated OCTOBER 1, 1997.

CYBO ROBOTS, INC.

By:

RON REEVE, CEO
RON REEVE, PRESIDENT
Printed Name - Title

2040 Production Drive
Indianapolis, IN 46242
Tel: (317) 484-2926
Fax: (317) 241-2727

cybo7246.doc

ASSIGNMENT

FOR VALUE RECEIVED, NBD BANK, N.A., ("Assignor"), for One Million Dollars (\$1,000,000.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby BARGAIN, SELL, ASSIGN AND TRANSFER, WITHOUT RECOURSE and without representation or warranty (other than as expressly provided herein), to PERRY INVESTMENTS, INC. an Indiana corporation ("Assignee"), all of its rights, title and interests in, to and under:

(i) that certain Credit Agreement between Assignor and Cybo Robots, Inc. ("Cybo") dated October 1, 1997, as amended by that First Amendment to Credit Agreement dated March 30, 1998, as further amended by that Second Amendment to Credit Agreement dated September 1, 1998, as further amended by that Third Amendment to Credit Agreement dated April 9, 1999, and as further amended by that Fourth Amendment to Credit Agreement dated April 29, 1999 (such Credit Agreement as amended to date being referred to as, the "Credit Agreement"), together with all of the principal, interest and other unpaid indebtedness evidenced thereby, (ii) a Revolving Business Credit Note dated April 9, 1999, in the maximum principal amount of \$2,000,000.00, as amended, executed by Cybo and payable to the order of Assignor (the "Revolving Note"), together with all of the principal, interest and other unpaid indebtedness evidenced thereby, (iii) an Installment Business Loan Note dated October 1, 1997, in the principal amount of \$500,000.00, as amended, executed by Cybo and payable to the order of Assignor (the "Term Note"), together with all of the principal, interest and other unpaid indebtedness evidenced thereby, (iv) a Restated Revolving Business Credit Note dated April 29, 1999, in the maximum principal amount of \$750,000.00, executed by Cybo and payable to the order of Assignor ("Revolving Note 2"), together with all of the principal, interest and other unpaid indebtedness evidenced thereby, (all of the obligations, liabilities and indebtedness arising under the Credit Agreement, the Revolving Note, the Term Note and Revolving Note 2 being referred to herein as, the "Indebtedness"); (v) that certain Continuing Security Agreement dated as of October 1, 1997, executed by Cybo, as debtor, in favor of Assignor, as secured party (the "Security Agreement"), that certain Amended and Restated Security Agreement with Respect to Patents, Trademarks and License Agreements, dated April 9, 1999, executed by Cybo, as grantor, in favor of Assignor, as grantee (the "Patent Agreement"), and that certain Unlimited Continuing Guaranty executed by Ronald C. Reeve, Jr., in favor of Assignor on October 1, 1997 (the "Guaranty"); and (vi) that certain Intercreditor and Subordination Agreement between Cybo, Assignor and Sirrom Capital Corporation dated October 1, 1997 (the "Intercreditor Agreement").

(All of the above-described documents, instruments, materials and property, including without limitation the Credit Agreement, the Revolving Note, the Term Note, Revolving Note 2, the Security Agreement, the Patent Agreement, the Intercreditor Agreement, the Guaranty and the Indebtedness are referred to herein sometimes collectively as the "Assigned Property." The Credit Agreement, the Revolving Note, the Term Note, Revolving Note 2, the Security Agreement, the Patent Agreement, the Intercreditor Agreement, and the Guaranty are referred to herein sometimes collectively as, the "Credit Documents".)

The Assignor (i) represents and warrants that it is the owner of the interests in the Assigned Property and that such interest is free and clear of any lien or adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the other Credit Documents or any other instrument or document furnished pursuant thereto, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or the other Credit Documents or any other instrument or document furnished pursuant thereto or with respect to the collectibility of the Indebtedness; (iii) makes no representation or

warranty and assumes no responsibility with respect to the financial condition of Cybo or Ronald C. Reeve, Jr. (collectively and individually, a "Credit Party") or the performance or observance by any Credit Party of any of its obligations under the Credit Agreement or the other Credit Documents to which it is a party or any other instrument or document furnished pursuant thereto; and (iv) agrees to deliver to Assignee within seven banking days after the execution and delivery of this Assignment, all the original Credit Documents.

Assignee acknowledges that Cybo is in material default under the Credit Documents, is insolvent and has substantial other indebtedness with respect to which it is in default.

Assignor further represents and warrants that (i) the sale, assignment, transfer and delivery of the Assigned Property by Assignor has been authorized by all necessary and appropriate action of Assignor; and (ii) Michael E. Lewis is an officer of Assignor and possesses full power and authority to execute and deliver this Assignment for and on behalf of Assignor.

Assignor covenants and agrees that Assignor will, upon request, execute, acknowledge and deliver to Assignee all further assignments, confirmations, consents, instruments of transfer and further assurances as Assignee reasonably may deem necessary or appropriate to fully effect the without recourse assignment intended by this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 10th day of May, 1999.

NBD BANK, N.A.,
an National-Banking Association

By: Michael E. Lewis
Michael E. Lewis, Senior Vice President
("Assignor")

ACCEPTANCE

Assignee hereby accepts the delivery of the of the above Assignment and assumes from the Assignor, that interest in and to all of the Assignor's rights and obligations in, to and under the Assigned Property. Assignee represents and warrants to Assignor that no part of the consideration paid for this Assignment has been made or provided directly or indirectly by Cybo, Ronald C. Reeve, Jr., Barbara Avery or any person affiliated with any of them.

PERRY INVESTMENTS, INC.

By: [Signature]
Its: [Signature]
Dated: 5/11/99

CONSENT

Cybo Robots, Inc. unconditionally consents to the foregoing Assignment from NBD Bank, N.A. to Thad R. Perry.

CYBO ROBOTS, INC.

By: R. C. Reeve, CEO
Dated: 5/10/99

FILED
 U.S. BANKRUPTCY CT.
 SOUTHERN DISTRICT OF INDIANA
 INDIANAPOLIS DIVISION
 11/15/11 PM 4:15

800 S. DISTRICT
 INDIANA
 INDIANAPOLIS, IN
 46204-1000
 CLERK

In Re:)
)
 CYBO ROBOTS, INC.,) CASE NO. 99-06205-AJM-11
)
 Debtor.)

Agreed Order on Motion for Relief From Stay

This matter came before the Court on the motion of Perry Investments, Inc. ("PII"), for relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) and objections filed to that motion by the Official Unsecured Creditors Committee (the "Committee") and Finova Mezzanine Capitol, Inc. ("Finova"), and joined in by Cybo Robots, Inc., debtor herein ("Debtor"). PII's motion asserts that relief is necessary because debtor cannot provide adequate protection of PII's security interest in debtor's property, and that debtor has no equity in the property and the property is not necessary to an effective reorganization, because no such reorganization is reasonably in prospect. The objecting parties do not dispute those allegations, except that they claim that, among debtor's assets is certain copyrightable software, as to which Perry's security interest is unperfected and is therefore subject to avoidance by the debtor, using the "strong arm" powers of a trustee in bankruptcy under 11 U.S.C. § 544, which are vested in a chapter 11 debtor-in-possession by 11 U.S.C. § 1107. Further, the Debtor claims that PII's right to relief from the stay is subject to: (1) the \$125,000 "carveout" previously approved by the court, and (2) any surcharge claims under 11 U.S.C. § 506(c). PII responded to the objections, arguing that it had a valid, perfected lien in the software, either by virtue of its prepetition security interest, or by virtue of its

THIS DOCUMENT, CONSISTING
 OF 11 PAGE(S), IS
 CERTIFIED AS A TRUE COPY.
 CLERK, U.S. BANKRUPTCY COURT
 SOUTHERN DISTRICT OF INDIANA
 BY Lois Ann J. Cluett
 DEPUTY CLERK
 DATE November 7, 2011

EXHIBIT B

postpetition replacement liens, granted as a part of this Court's order's concerning the use of cash collateral. At the hearing on this matter, the parties informed the Court that they had reached an agreement to defer their disputes over the perfection or avoidability of PII's interest in the software because the software is of uncertain value and the parties desired to wait and determine whether the software could be sold to generate proceeds sufficient to warrant litigation over the matter. The agreed resolution calls for PII to withdraw its motion for relief from stay to the extent the motion seeks to allow PII to foreclose upon and dispose of the software, and for the other parties to withdraw their objections to the motion for relief from stay as to all of the debtor's other property. The agreed resolution also requires the Debtor to deposit \$125,000 cash in the Debtor's counsel's trust account to satisfy the "carveout" approved by the Court, and reserves disposition of certain other issues, including whether there are potential surcharge claims against PII. Accordingly, the parties tendered the Court this agreed order and show the Court as follows:

1. The Debtor filed a petition under Chapter 11 of the Bankruptcy Code on May 17, 1999 ("Petition Date"), and has operated its business and conducted its financial affairs as a Debtor-in-Possession since that date pursuant to Bankruptcy Code Sections 1107 and 1108.
2. On July 23, 1999, the Court authorized Debtor to retain Equity Partners, Inc. to market Debtor's assets as a going concern or as separate parcels.
3. Pursuant to that Order, Equity Partners conducted the marketing program described in the Report filed by Debtor on September 22, 1999.
4. As shown in the report, there were no timely bids for the assets of the debtor as a going concern, and only three small bids for certain assets, the highest of which was for \$35,000.

A later bid, for all of debtor's assets, came in after the report and is not reflected therein, but was for only \$52,000.

5. As the Court observed in its August 18, 1999, Order denying the Debtor's motion for a sale of its assets free and clear of liens, the sale of NBD Bank's (PII's predecessor in interest) security interest in substantially all of Debtor's assets for \$1.1 million provides at least some evidence of the value of Debtor's assets.

6. The lack of bids on Debtor's assets following the substantial marketing effort by Equity Partners provides further evidence that the market does not value debtor's assets in an amount sufficient to cover PII's lien of approximately \$3 million and Finova's second lien of approximately \$3 million.

7. Under those circumstances, it is plain that the Debtor has no equity in those assets that are subject to PII's and Finova's liens.

8. Because (with the possible exception described in paragraphs 11-14 below) substantially all of Debtor's assets are encumbered by liens, it is likewise clear that debtor has no other means, such as adequate protection payments or liens on other assets, by which it can adequately protect PII's security interest in the assets. *See* 11 U.S.C. § 361 (defining "adequate protection."); *In re Swedeland Development Group, Inc.*, 16 F.3d 552, 565 (3d Cir. 1994).

9. It is also clear that no viable plan of reorganization is in prospect. This is an issue on which the objecting parties have the burden of proof under 11 U.S.C. § 362(g), and none of them has offered any evidence of a reasonable prospect of reorganization within a reasonable time.

See United Savings Ass'n of Texas v. Timbers of Inwood Forest Assocs. , Ltd., 484 U.S. 365, 375-76 & N. 1 (1988).

10. Accordingly, the conditions requiring the court to grant relief from stay exist as to all of Debtor's assets except for copyrightable software that is owned by the Debtor and currently is property of the estate.

11. As to the copyrightable software, because there is a dispute over whether any party has perfected a security interest in the software, the Court cannot determine at this time whether the conditions requiring relief from stay are present. Among other things, the Court cannot determine whether PII has an interest in the software that requires adequate protection and cannot determine whether Debtor has any equity in the software.

12. The parties have agreed to defer resolution of that dispute until it can be determined whether the software is of sufficient value to warrant the devotion of the Court's and their resources to resolution of the issues identified in paragraph 11 above.

13. To facilitate that resolution, PII has withdrawn its request for relief from stay as to the software.

14. The parties have stipulated that the software, title to which will remain in the estate, includes but is not limited to the following items:

- A. RC-10-T and RC-10-R Robot Controller Software¹
- B. Automated Offline Programming Software (AOLP)
- C. Automated Robotic Offline Path and Process Planning Software (AROPPS).

15. Upon taking possession of computers on which the software described in paragraph 14 resides, which are part of Debtor's hard assets as to which relief from stay is appropriate, PII shall remove all source and object codes in which the software is embodied from those computers and transfer it to a machine readable archival medium (such as a CD-Rom or backup tape) and shall deliver the archival medium containing the software to counsel for the Creditors' Committee, together with any printed copies of the source codes for the software now in existence and any promotional materials (including but not limited to promotional videotapes touting the software), and shall furnish to Counsel for the Committee a certification that neither PII nor the Debtor retains any copies, whether printed or in machine readable form, of either the source or object code in which the software is embodied.

16. If the estate conducts a sale of the software, no party may credit bid for the software unless that party has first obtained a final order from the court establishing the existence, validity, perfection and scope of the party's lien on the software, and any applicable

¹Portions of this software are owned by Trellis Software and Controls, Inc. and Robotics Research, Inc. Cybo is co-owner of the application layer of the RC-10R Controller software with Robotics Research, which owns the motion control layer of the RC-10R software. Cybo owns the application layer of the RC-10-T Software, and Trellis owns the motion control layer.

appeal time has elapsed or appeal has been expressly waived by the estate, the Committee, and/or a Trustee, if one has then been appointed.

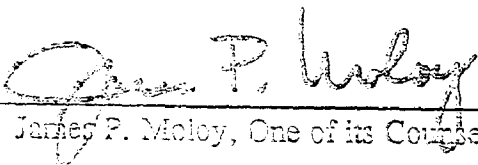
17. Relief from stay shall also extend to the debtor's cash on hand. However, upon approval of this Agreed Order, the Debtor (with PII's consent as evidenced by PII's execution of this Agreed Order) shall deposit the sum of \$125,000 into the Dann Pecar Newman & Kleiman trust account, to be held pending further order of the Court, and to satisfy the "carveout" previously approved by the Court.

18. Notwithstanding anything herein to the contrary, the Debtor shall continue to pay its post-petition operating expenses in the ordinary course of its business so long as the Debtor continues in its operations. PII consents to the Debtor's use of cash collateral to pay the expenses itemized on the attached budget through September 30, 1999, which is the date on which PII is contemplated to take possession of its collateral. To the extent that the Debtor has insufficient funds on hand to pay said budgeted expenses as a result of PII's taking possession of Debtor's accounts receivable or cash before a budgeted expense comes due, PII shall make funds available from the collection of Debtor's accounts receivable to pay such expenses. PII shall have no obligation to make funds available to debtor from any other source.

19. The following issues are reserved and not decided by this Order: (i) the extent, if any, of PII's superpriority administrative claim; (ii) whether PII received a preference under 11 U.S.C. § 547; and (iii) whether there are valid surcharge claims under 11 U.S.C. § 506(c).

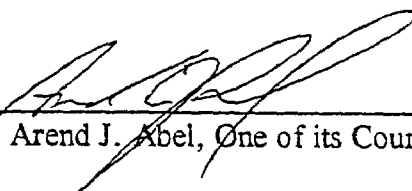
AGREED TO on this _____ day of September, 1999.

CYBO ROBOTS, INC.

By: 
James P. Moloy, One of its Counsel

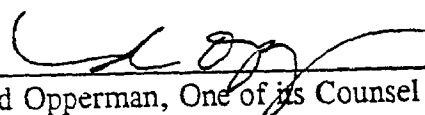
David H. Kleiman
James P. Moloy
DANN PECAR NEWMAN & KLEIMAN, P.C.
One American Square, Suite 2300
Indianapolis, IN 46282
(317) 632-3232

PERRY INVESTMENTS, INC.

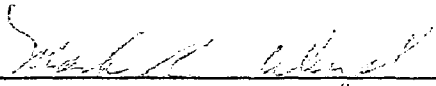
By: 
Arend J. Abel, One of its Counsel

Marcus B. Chandler
Robert G. Solloway
LEAGRE CHANDLER & MILLARD LLP
1400 First Indiana Plaza
135 North Pennsylvania Street
Indianapolis, IN 46204
(317) 808-3000

THE OFFICIAL UNSECURED CREDITORS
COMMITTEE

By: 
Leonard Opperman, One of its Counsel

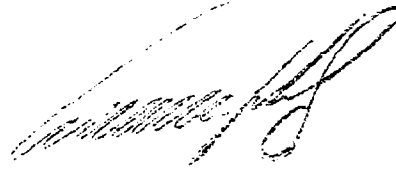
Leonard Opperman
KUNZ & OPPERMAN, P.C.
135 N. Pennsylvania Street, Suite 1720
Indianapolis, IN 46204

By: 
Mark R. Wenzel, One of its Counsel

Mark R. Wenzel
KRIEG DeVAULT
ALEXANDER & CAPEHART
2800 One Indiana Square
Indianapolis, IN 46204

AND THE COURT HAVING CONSIDERED THE MATTER AS SUBMITTED, IT IS
APPROVED AND ORDERED EFFECTIVE as of the ___ day of September, 1999.

SEP 30 1999



JUDGE, UNITED STATES BANKRUPTCY COURT

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served on the following counsel of record by first class, United States mail, postage prepaid, on September 30, 1999:

Office of the United States Trustee
101 W. Ohio Street, Suite 1000
Indianapolis, IN 46204

David J. Hamernik CAP, CIRA
David J. Hamernik Associates, LLC
One Indiana Square, Suite 1550
Indianapolis, IN 46204

Michael K. McCrory
Edward A. Keim
BARNES & THORNBURG
.11 South Meridian Street
Indianapolis, IN 46204-3556

Henry A. Efrogymson
ICE MILLER DONADIO & RYAN
One American Square
Box 82001
Indianapolis, IN 46282

Mark R. Wenzel
KRIEG DeVAULT
ALEXANDER & CAPEHART
2800 One Indiana Square
Indianapolis, IN 46204

Charles J. Todd
Susan W. Gard
SerVaas Incorporated
1000 Waterway Boulevard
Indianapolis, IN 46204

Ron Reeve
Cybo Robots, Inc.
2040 Production Drive
Indianapolis, IN 46241

Leonard M. Gulino

PRETI FLAHERTY BELIVEAU
PACHIOS & HALEY, LLC
One City Center
P.O. Box 9546
Portland, ME 04112-9546

Roger C. Jones
BOULT CUMMINGS CONNERS & BERRY
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, TN 37219

Theodore M. Englehart
Laboratory Equipment Corp.
153 East Harrison Street
Mooresville, IN 46158

John J. Petr
KROGER GARDIS & REGAS
111 Monument Circle, Suite 900
Indianapolis, IN 46204-5175

Leonard Opperman
KUNZ & OPPERMAN, P.C.
135 N. Pennsylvania Street, Suite 1720
Indianapolis, IN 46204

Jerald I. Ancel
SOMMER & BARNARD
4000 Bank One Tower
111 Monument Circle
Indianapolis, IN 46204-5140

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served on the following counsel of record by first class, United States mail, postage prepaid, on September 28, 1999:

Office of the United States Trustee
101 W. Ohio Street, Suite 1000
Indianapolis, IN 46204

David J. Hamernik CAP, CIRA
David J. Hamernik Associates, LLC
One Indiana Square, Suite 1550
Indianapolis, IN 46204

Michael K. McCrory
Edward A. Keirn
BARNES & THORNBURG
11 South Meridian Street
Indianapolis, IN 46204-3556

Henry A. Efroymsen
ICE MILLER DONADIO & RYAN
One American Square
Box 82001
Indianapolis, IN 46282

Mark R. Wenzel
HENDERSON DAILY WITHROW
& DEVOE
2600 One Indiana Square
Indianapolis, IN 46204-2071

Charles J. Todd
Susan W. Gard
SerVaas Incorporated
1000 Waterway Boulevard
Indianapolis, IN 46204

Ron Reeve
Cybo Robots, Inc.
2040 Production Drive
Indianapolis, IN 46241

Leonard M. Gulino
PRETI FLAHERTY BELIVEAU
PACHIOS & HALEY, LLC
One City Center
P.O. Box 9546
Portland, ME 04112-9546

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Indianapolis, IN 46204-5175

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4000 Bank One Tower
111 Monument Circle
Indianapolis, IN 46204-5140

Brett J. Miller
LEWIS & KAPPES
1700 One American Square
Box 82053
Indianapolis, IN 46282-0003

Richard L. Rowley
Deputy Attorney General
Office of Attorney General
Indiana Government Center South, Fifth Floor
402 West Washington Street
Indianapolis, IN 46204-2770

Vickie L. Fried, Esq.
Attorney at Law
429 North Pennsylvania Street
Suite 101 LL
Indianapolis, IN 46204

Christopher E. Baker
RUBIN & LEVIN, P.C.
500 Marott Center
342 Massachusetts Avenue
Indianapolis, IN 46204-2161

Timothy J. Curtin
VARNUM, RIDDERING, SCHMIDT
& HOWLETT
P.O. Box 352
Grand Rapids, MI 49501-0352

C. Daniel Motsinger
Krieg Devault Alexander & Capehart
One Indiana Square, Suite 2300
Indianapolis, IN 46204-2017

James P. Moloy
DANN PECAR NEWMAN &
KLEINMAN, P.C.
One American Square, Suite 2300
P.O. Box 82008
Indianapolis, IN 46282

Arend J. Abel.

53368



LEAGRE CHANDLER
& MILLARD LLP

ATTORNEYS AT LAW

Solutions for Business Success

November 2, 1999

Mr. Ron Reeve
President and CEO
Cybo Robots Inc.
2040 Production Drive
Indianapolis, IN 46241

Roger C. Jones
BOULT CUMMINGS CONNERS & BERRY
P.O. Box 198062
Nashville, TN 37219

Gregory S. Fehribach, Chapter 7 Trustee
50 S. Meridian Street, Suite 700
Indianapolis, Indiana 46204-3542

Michael A. Trentadue
Bose McKinney & Evans, LLP
2700 First Indiana Plaza
135 N. Pennsylvania Street
Indianapolis, Indiana 46204

Sirrom/Finnova Capitol Corporation
500 Church Street
Suite 200
Nashville, TN 37219

Mark Wenzel
KRIEG DeVAULT ALEXANDER &
CAPEHART
2800 One Indiana Square
Indianapolis, IN 46204

Leonard J. Opperman
Kunz & Opperman, P.C.
135 N. Pennsylvania Street, Suite 1750
Indianapolis, Indiana 46204

Johnny Smith
Toyo Seat, U.S.A.
1255 S. Almont Avenue
Imlay City, Michigan 48444

Gentlemen:

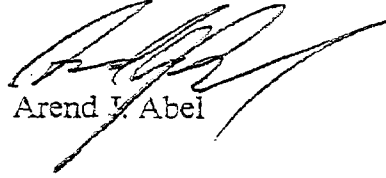
The purpose of this letter is to notify you that as authorized by the Bankruptcy Court's Order granting it relief from stay, Perry Investments, Inc. ("PII") has taken possession of its collateral consisting of all of the Debtor's assets with the exception of certain software. This letter also constitutes notice that pursuant to Ind.Code 26-1-9-504, PII will conduct a public sale of the collateral on December 16, 1999, at 2:00 p.m. E.S.T. at the offices of Leagre, Chandler & Millard, LLP, 1400 First Indiana Plaza, 135 North Pennsylvania Street, Indianapolis, Indiana 46204. In addition to the public sale, PII will conduct private sales of such portions of the collateral as to which private sales are advisable and commercially reasonable after November 15, 1999. While PII may (or may not) exercise its rights to buy at the public sale under I.C. 26-1-9-504, PII will not act as purchaser at any private sales and does not intend to retain the collateral in satisfaction of its debt pursuant to I.C. 26-1-9-505. The collateral covered by this notice, which may be sold pursuant to

EXHIBIT E

public or private sales, as the case may be, is described in Exhibit A attached to this letter.

If you have any questions concerning this notice, please feel free to call me.

Sincerely,



Arend J. Abel

AJA:ehs

cc: David Kleiman, Esq.

EXHIBIT "A"

THE ASSETS OFFERED FOR SALE

All of the assets of Cybo Robots, Inc. located at Indianapolis, Indiana and which assets are now in the possession and management of i-Robots, Inc., and which are under a foreclosure proceeding by Perry Investments, Inc. including but not limited to leases, machinery and equipment, office furnishings and fixtures, vehicles, inventory whether owned or consigned or floor-planned, business records, customer lists, designs, trademarks, tradenames, patents and all other assets tangible or intangible which were used in the operation of the Cybo Robots, Inc. business.

The copyrights to the software assets used in the Cybo Robots, products and services are not included among the Assets being foreclosed by Perry Investments, Inc. Parties who have an interest in buying or licensing the copyrights to these software assets may submit bids or negotiate such transactions with Gregory S. Fehriback, Trustee of the Cybo Robots, Inc. Chapter 7 Bankruptcy Case.

Report of Disposition of Collateral

Page 1 of 2

Debtor: Cybo Robots, Inc. c/o
Gregory S. Fehribach, Ch. 7 Trustee
50 S. Meridian Street, Suite 700
Indianapolis, Indiana 46204-3542

Secured Party: Perry Investments, Inc.
2 New Albany Farms Road
New Albany, OH 43054

Description of Collateral Sold: All of the assets of Cybo Robots, Inc., excepting only certain software that remains in the possession of the Trustee pursuant to the "Agreed Order on Motion for Relief From Stay" entered by the United States Bankruptcy Court for the Southern District of Indiana in Case No. 99-06205-AJM-11, *In re Cybo Robots, Inc.*, on September 28, 1999.

Date of Notice of Sale: November 2, 1999.

Kind of Sale: Public (except as otherwise noted).

Date of Sale: December 16, 1999 (except as otherwise noted).

Location of Sale
1400 First Indiana Plaza
135 N. Pennsylvania Street
Indianapolis, Indiana 46204

Disposition of Particular Items:

Buyer	Address	Items	Amount
Weld Plus, Inc.	4766 River Road Cincinnati, OH 45233	60- inch rotary table positioner, Parcel B, item 14	\$1,177.00
Affiliated Machinery, Inc.	1603 N. Main Street Pearland, Texas 77581	Parcel L, Welding Equipment Assets, Except for Item 8	\$12,000.00
Toyo Seat, U.S.A. *	1255 S. Almont Ave. Imlay City, Michigan 48444	Parcel U, Assets in which Toyo Seat USA claims an interest	\$20,000.00
Perry Investments, Inc.	2 New Albany Farms Rd. New Albany, OH 43054	All remaining assets	\$100,000.00

*Toyo Seat USA, using an intermediary, bid \$2,000 for these assets at the public sale. The Secured Party exercised its right to reject the bid as not commercially reasonable. Two days later, Toyo Seat increased its bid to \$20,000, which bid the Secured Party accepted.

EXHIBIT F

TRADEMARK
REEL: 002310 FRAME: 0962

Report of Disposition of Collateral
Page 2 of 2

Gross Proceeds from Sale	\$ _____ 133,177.00 _____
Expenses of Sale (See Exhibit A attached)	\$ _____
Net Income (Loss) from Operation of Assets Pending Sale (See Attached Statement of Operations)	\$ _____
Indebtedness to Secured Party	\$ _____ 2,800,000.00 _____
Surplus (Deficiency)	\$ _____

Cybo Robots, Inc. Bankruptcy

Expenses of Sale

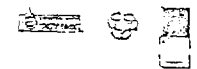
Date	Vendor	Legal Fees	Sale Costs	Description
5/14/99	Leagre, Chandler	5,000.00		<i>DATO'S STATEMENTS of CYBO ROBOTS for PLE</i>
7/13/99	Equity Partners		15,750.00	
11/8/99	Leagre, Chandler	25,000.00		
11/8/99	Equity Partners		21,600.00	
1/13/00	Equity Partners		1,058.45	
	Totals	30,000.00	38,408.45	

Sale of Assets

Date	Customer	Amount of Sale	Description
10/15/99	Sarco	1,839.00	Scrap Steel
10/15/99	Weld Plus (\$10,350)	375.00	Miller Pulstar 450
		1,425.00	Miller Syncrowave 250 W/ACC
		425.00	Hobart Arcmaster 351
		425.00	Hobart Arcmaster 351
		300.00	Hobart Mega-Mig 650 Rus
		350.00	Miller Maxtron 450
		2,650.00	Oscillator Positioner
		650.00	Lincoln DC-800
		250.00	Miller Intellipulse 650
		450.00	Hobart Excel Arc 6045
		1,500.00	TRW Stud Welder Model 2500
		1,500.00	Add'l Equipment
10/21/99	Affiliated Machinery Inc.	6,000.00	RT/RH-52S-SD-CY S/N 851
		2,750.00	Robot & Dual Tilt-Rotate Positioner
11/9/99	Midwest Machinery Mart	1,250.00	
12/16/99	Sarco	565.50	Scrap Steel
1/20/00	Sani-Serve	5,800.00	Genie-Boom
1/28/00	Toyo Seat	20,000.00	Tooling
	Total	48,504.50	

*Proceeds
from Asset Sale*

\$10,096.05



League Chandler

UNIFORM COMMERCIAL CODE
INSTRUCTIONS

STATE OF INDIANA
STATEMENT OF CONTINUATION, ASSIGNMENT,
PARTIAL RELEASE, AMENDMENT, TERMINATION, ETC.

FORM UCC-3

1. This form should be used for continuation, assignment, partial release, amendment, termination, etc., of Form UCC-1.
2. Please type on this form. Fold only for perforation for mailing.
3. Remove Security Agreement and send other three copies with interleaved carbon paper to the filing officer.
4. Enclose filing fee of \$4.00 for Continuation, Amendment or Assignment. If the space provided for any item is inadequate, the form may be continued on additional sheets, preferably 8 1/2" x 11". An additional fee of \$4.00 is due for oversized sheets.
5. No filing fee is required for Partial Releases or Terminations.
6. The filing officer will mail the third page of this Form as an acknowledgment to the secured Party.

WALKMAN

This Statement is presented to Filing Officer for filing pursuant to the Uniform Commercial Code.

FOLD HERE FOR MAILING

Number of additional sheets presented:

Debtor(s) (Last Name First) and Address(es)

Secured Party(ies) and Address(es)

FOR FILING OFFICER USE

Cybo Robots, Inc.
2040 Production Drive
Indianapolis, IN 46242

NBB Bank, N.A.
One Indiana Square
Indianapolis, IN 46266

This statement refers to original Financing Statement No. 2149866 Dated 10/3 1997

- A. CONTINUATION The original financing statement, bearing the file number shown above, is continued and is still effective.
- B. PARTIAL RELEASE From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below Secured Party's right under the financing statement bearing the file number shown above in the property indicated below. (May refer to original financing statement.)
- D. TERMINATION The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT The financing statement bearing the above file number is amended as indicated below.

98 NOV 13 PM 12 02

SECRETARY OF STATE
INDIANA BLDG.

2257320

This partial release, amendment or assignment covers the following:

All collateral described on the original financing statement No. 2149866.

Name and Address of Assignee of Secured Party

Perry Investments, Inc.
2 New Albany Farms Rd.
New Albany, OH 43054

By: _____
Signature of Debtor, if Amendment*

By: _____
Signature of Secured Party

*Debtor need not sign, even in the case of an amendment, pursuant to a security agreement authorizing the Secured Party to sign instead of Debtor.

Form UCC-3 Indiana Uniform Commercial Code

Prescribed By Secretary of State

Filing Officer is requested to note file number, date and hour of filing on this copy and return to person filing, as an acknowledgment.

(3) Filing Officer Copy Acknowledgment

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:)
)
CYBO ROBOTS, INC.,) CASE NO. 99-06205-AJM-11
)
Debtor.) CHAPTER 11

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," or "J" in the column labeled "Husband, Wife, or Joint." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

Type of Property	None	Description and Location of Property	Husband, Wife, or Joint	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on Hand	X			
2. Checking, savings or other financial accounts, certificates, of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		NBD Bank, N.A.		S 637,072.00
3. Security deposits with public utilities, telephone companies, landlords, and others.		Twenty-Twenty (landlord)		S 23,333.00
4. Household goods and furnishings, including audio, video, and computer equipment.	X			

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:

CYBO ROBOTS, INC.,

Debtor.

)
)
) CASE NO. 99-06205-AJM-11
)
) CHAPTER 11

SCHEDULE B - PERSONAL PROPERTY
(CONTINUATION SHEET)

Type of Property	None	Description and Location of Property	Husband, Wife, or Joint	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in IRA, ERISA, or Keogh, or other pension or profit sharing plans. Itemize.	X			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:)
)
CYBO ROBOTS, INC.,) CASE NO. 99-06205-AJM-11
)
Debtor.) CHAPTER 11

SCHEDULE B - PERSONAL PROPERTY
(CONTINUATION SHEET)

Type of Property	None	Description and Location of Property	Husband, Wife, or Joint	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
13. Interests in partnerships or joint ventures. Itemize.	X			
14. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
15. Accounts Receivable.				\$ 1,291,755.00
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
17. Other liquidated debts owing debtor include tax refunds. Give particulars.	X			
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			
19. Contingent and non-contingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:)
)
CYBO ROBOTS, INC.,) CASE NO. 99-06205-AJM-11
)
Debtor.) CHAPTER 11

SCHEDULE B - PERSONAL PROPERTY
(CONTINUATION SHEET)

Type of Property	None	Description and Location of Property	Husband, Wife, or Joint	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor and rights to setoff claims. Give estimated value of each.	X			
21. Patents, copyrights, and other intellectual property. Give particulars.		See attached Schedule B-21 and B-22		
22. Licenses, franchises, and other general intangibles. Give particulars.		See attached Schedule B-21 and B-22		
23. Automobiles, trucks, trailers, other vehicles and accessories.	X			
24. Boats, motors, and accessories.	X			
25. Aircraft and accessories.	X			
26. Office equipment, furnishings, and supplies.		Schedule available upon request		S 624,538.00
27. Machinery, fixtures, equipment and supplies used in business.		Schedule available upon request		S 223,691.00
28. Inventory.		Schedule available upon request		S 431,781.00

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:

CYBO ROBOTS, INC.,

Debtor.

)
)
) CASE NO. 99-06205-AJM-11
)
) CHAPTER 11

SCHEDULE B - PERSONAL PROPERTY
(CONTINUATION SHEET)

Type of Property	None	Description and Location of Property	Husband, Wife, or Joint	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
29. Animals.	X			
30. Crops - growing or harvested. Give particulars.	X			
31. Farming equipment and implements.	X			
32. Farm supplies, chemicals, and feed.	X			
33. Other personal property of any kind not already listed. Itemize.		Potential grant from U.S. Government to partially fund R&D		\$ 0.00
			TOTAL	\$ 3,232,170.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

4 continuation sheets attached

SCHEDULE B-21 and B-22

Patents, copyrights and other intellectual property

PATENTS/APPLICATIONS

PATENT APPLICATION NUMBER	ISSUE/FILING DATE	EXPIRATION DATE
08/878,252	06/18/1997	06/18/2017
09/030,075	02/25/1998	02/25/2018
09/145,685	09/02/1998	09/02/2018
09/146,876	09/03/1998	09/03/2018
60/105,792	10/27/1998	10/27/1999

TRADEMARKS/APPLICATIONS

TRADEMARK REGISTRATION NUMBER	TRADEMARK SERIAL NUMBER	ISSUE/FILING DATE
219 7893	75-338270	10/20/1998
207 4826	74-558302	07/01/1997

LICENSES

Licensor:

1. University of Texas
2. Robotics Research Corporation

\\ODMA\GRPWISE\Domain1.po2.L2:6563.1 - 6/18/99/1:36PM/dsb