

02-12-2003



102364124

To the Honorable Commissioner c

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

EASOM AUTOMATION SYSTEMS, INC.  
2761 Stair Street  
Detroit, MI 48209

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

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

3. Nature of conveyance:

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

Execution Date: 1/31/03

2. Name and address of receiving party(ies)

Name: FIFTH THIRD BANK  
Internal (Eastern Michigan)  
Address:

Street Address: 18800 Hall Road  
City: Clinton Twp State: MI Zip: 48038

- Individual(s) citizenship
- 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 number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,122,701

Additional number(s) attached  Yes  No

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

Name: G. Timothy Moore

Internal Address:

Street Address: O'Reilly, Rancilio, et al

12900 Hall Road, Ste. 350

City: Sterling Hts State: MI Zip: 48313

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Reginald D. Kelley, President

Name of Person Signing

Signature

1/31/03

Date

Total number of pages including cover sheet, attachments, and document: 7

02/11/2003 LMUELLER 00000048 1122701

01 FC:8521

40.00 OP

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

# SECURITY AGREEMENT

(Accounts, Contract Rights, Chattel Paper, General Intangibles)

The undersigned ("Debtor") hereby grants to FIFTH THIRD BANK (Eastern Michigan), a Michigan banking corporation, for itself and as agent for all affiliates of Fifth Third Bancorp for all obligations of Debtor to such affiliates (collectively, the "Bank") a continuing security interest in and hereby transfers and assigns to Bank, for security: all Accounts now existing and hereafter arising or acquired by Debtor, together with all proceeds and products thereof and all additions and accessions thereto, replacements thereof, supporting obligations therefor, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange therefor, and all revenues, issues, profits and proceeds arising from the sale, encumbrance, collection, or any other temporary or permanent disposition thereof, or any other interest therein (collectively, the "Collateral").

Capitalized terms not otherwise defined in this Agreement shall have the meanings attributed thereto in the applicable version of the Uniform Commercial Code adopted in the State of Michigan or, where appropriate, the jurisdiction in which the collateral is located, as such definitions may be enlarged or expanded from time to time by legislative amendment thereto or judicial decision (the "Uniform Commercial Code"). As used herein, the following capitalized terms shall have the following meanings: "Accounts" means all accounts, accounts receivable, healthcare insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, general intangibles, including, but not limited to, the Trademark and Patents described in attached Schedule A, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the rendition of services by Debtor; all guaranties, letters of credit and other security and support obligations for any of the above; all merchandise returned to or reclaimed by Debtor; and all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereinafter defined in the Uniform Commercial Code.

THIS SECURITY INTEREST SECURES PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY DEBTOR TO BANK, including all obligations of Debtor under this Agreement, and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements listed below that have been executed by another person or persons, including any and all renewals, extensions and modifications thereof (collectively called the "Indebtedness"). The indebtedness and obligations now owing by Debtor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below.

Note, Guaranty or Document	Date	Principal Amount (if any)	Maker
Promissory Note	1/31/2003	\$2,000,000.00	Debtor

This security interest secures all present and future indebtedness and obligations owing by Debtor to Bank, regardless of whether any such indebtedness or obligation is: (a) not listed above; (b) not presently intended or contemplated by Debtor or Bank; (c) indirect, contingent or secondary; (d) unrelated to the Collateral or to any financing of the Collateral by Bank; (e) of a kind or class that is different from any indebtedness or obligation now owing by Debtor to Bank; or (f) evidenced by a note or other document that does not refer to this security interest or this Agreement.

If Debtor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether any one or more persons who are not parties to this Agreement are also liable for all or part of such indebtedness and obligations.

### ADDITIONAL PROVISIONS

1. **Warranties and Representations.** Debtor warrants and represents to Bank as follows:

(a) If Debtor is a corporation, partnership, association, trust or other entity, it is duly organized and validly existing in good standing under the laws of the state indicated below Debtor's name on the other side of this Agreement; Debtor has full power and authority to enter into and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Debtor's board of directors, partners, trustees or other governing body and will not violate Debtor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument. Debtor hereby represents and warrants to Bank that its exact legal name is EASOM AUTOMATION SYSTEMS, INC., and that its Taxpayer I.D. No. is 02-0659296.

(b) This Agreement is the valid and binding obligation of Debtor, enforceable in accordance with its terms.

(c) Debtor is the owner of the Collateral, and none of the Collateral is subject to any lien, security interest, encumbrance or claim in favor of any third party, and no financing statement is on file in any public office covering any of the Collateral.

(d) Any part of the Collateral consisting of accounts or chattel paper does and will evidence bona fide sales or leases to the parties named in Debtor's books, and no defense to any account or chattel paper does or will exist.

(e) Debtor's address set forth on the other side of this Agreement is the location of either: (i) Debtor's sole place of business; or (ii) if Debtor has more than one place of business, Debtor's chief executive office; or (iii) if Debtor has neither a place of business nor a chief executive office, Debtor's residence.

2. **Agreements of Debtor.** Debtor agrees that:

(a) Debtor will not cause or permit any lien, security interest or encumbrance to be placed on any Collateral, except in favor of Bank, and Debtor will not sell, assign or transfer any Collateral or permit any Collateral to be transferred by operation of law.

(b) Debtor will maintain all records concerning the Collateral at Debtor's address appearing on the other side of this Agreement.

(c) Debtor will furnish Bank with such information regarding the Collateral as Bank shall from time to time request (including, without limitation, the names and addresses of Debtor's account debtors and the amount owing by each) and will allow Bank at any reasonable time to inspect the Collateral and Debtor's records regarding the Collateral.

(d) Debtor will execute, file, record, or procure from third persons, such financing statements, subordination agreements and other documents, and take all such other action, as Bank may deem necessary to perfect, to continue perfection of, or to maintain first priority of, Bank's security interest in the Collateral, and Debtor will place upon the Collateral and/or documents evidencing the Collateral such notice of Bank's security interest as Bank may from time to time require.

(e) Bank may file a financing statement perfecting its security interest in the Collateral and record the same with the United States Patent and Trademark Office, which may include filing a photocopy of this Agreement as a financing statement evidencing Bank's security interest in the Collateral.

(f) Debtor will immediately notify Bank in writing: (i) of any change in Debtor's name, identity or corporate structure; (ii) if Debtor now has only one place of business, of any change in its location and of the location of each additional place of business established by Debtor; (iii) if Debtor now or hereafter has more than one place of business, of any change in the location of Debtor's chief executive office; and (iv) if Debtor has neither a place of business nor a chief executive office, of any change in the location of Debtor's residence.

(g) Bank may from time to time contact Debtor's account debtors for the purpose of verifying the existence, amount and collectibility of, and other information regarding, Debtor's accounts, chattel paper, instruments or general intangibles.

(h) Debtor will indemnify Bank with respect to all losses, damages, liabilities and expenses (including attorneys' fees) incurred by Bank by reason of any failure of Debtor to comply with any of Debtor's obligations under this Agreement or by reason of any warranty or representation made by Debtor to Bank in this Agreement being false in any material respect.

3. **Bank's Right to Perform.** If Debtor fails to perform any obligation of Debtor under this Agreement, Bank may, without giving notice to or obtaining the consent of Debtor, perform that obligation on behalf of Debtor. (This may include, for example, paying off liens on Collateral.) To the extent necessary, Debtor appoints Bank as Debtor's agent and attorney-in-fact with full power and authority to perform any such obligation. Debtor will reimburse Bank on demand for any expense that Bank incurs in performing any such obligation and will pay to Bank interest thereon, from the date the expense was incurred by Bank, at an annual rate equal to the lesser of: (a) five percent (5%) above the rate of interest announced from time to time by Bank as its "prime" interest rate; or (b) the highest rate to which Debtor could lawfully agree in writing. Bank is not required to perform an obligation that Debtor has failed to perform. If Bank does so, that will not be a waiver of Bank's right to declare the Indebtedness immediately due and payable by reason of Debtor's failure to perform.

4. **Events of Default and Acceleration.** Any part or all of the Indebtedness shall, at the option of Bank, become immediately due and payable without notice or demand upon the occurrence of any of the following events of default:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable.

(b) If default occurs in the performance of any obligation of Debtor to Bank under this Agreement or under any promissory note or other instrument at any time evidencing Indebtedness or under any other security agreement, loan agreement, mortgage, assignment, guaranty, or other agreement that now or hereafter secures or relates to any indebtedness or obligation now or hereafter owing by Debtor to Bank or that secures or relates to any guaranty of any such indebtedness or obligation ("Security Documents").

(c) If any warranty, representation or statement heretofore or hereafter made to Bank by Debtor or by any guarantor of all or part of the Indebtedness ("Guarantor") in this Agreement or in any Security Document, credit application, financial statement or otherwise, shall have been false in any material respect when made or furnished.

(d) If Debtor or any of Debtor's partners (if Debtor is a partnership) or any Guarantor shall die, dissolve, become insolvent or make an assignment for the benefit of creditors.

(e) If any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or limited for any reason, without the written consent or agreement of Bank.

(f) If at any time Bank believes that the prospect of payment or performance of any of the Indebtedness is impaired.

If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against Debtor or any Guarantor, or any of Debtor's or any Guarantor's partners (if Debtor or any Guarantor is a partnership) or if any attachment, garnishment, levy, execution or other legal process shall at any time be issued against or placed upon any Collateral, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any note at any time evidencing any of the Indebtedness or of any loan agreement, Security Document or other agreement heretofore or hereafter entered into between Debtor and Bank.

5. **Bank Rights and Remedies.** Bank shall have all rights and remedies of a secured party under applicable laws. Without limiting those rights and remedies:

(a) Upon the occurrence of an event of default, as defined in paragraph 4 above: (i) without notice or demand to Debtor, Bank shall be entitled to notify Debtor's account debtors and obligors to make all payments directly to Bank, and Bank shall have the right to take all actions that Bank considers necessary or desirable to collect upon the Collateral, including, without limitation, prosecuting actions against, or settling or compromising disputes and claims with, Debtor's account debtors and obligors; (ii) without notice or demand to Debtor, Bank may receive, open, dispose of, and notify the postal authorities to change the address of, mail directed to Debtor; and (iii) upon demand by Bank, Debtor shall forthwith deliver to Bank, at such place as Bank shall designate, all proceeds of the Collateral and all books, records, agreements, leases, documents and instruments evidencing or relating to the Collateral.

(b) If all or any part of the Indebtedness is not paid at maturity, Bank may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by Bank to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least five days before the sale or other disposition.

(c) The proceeds of any collection or disposition of Collateral shall be applied first to Bank's attorneys' fees and expenses, as provided in paragraph 6 hereof,

and then to the Indebtedness, in such manner as Bank shall determine, and Debtor shall be liable for any deficiency remaining.

All rights and remedies of Bank shall be cumulative and may be exercised from time to time.

6. **Expenses.** Debtor shall reimburse Bank on demand for all attorneys' fees, legal expenses and other expenses that Bank incurs in protecting and enforcing its rights under this Agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy or any other person. Bank may apply any proceeds of collection or disposition of Collateral to Bank's reasonable attorneys' fees, legal expenses and other expenses.


7. **Amendments and Waivers.** No provision of this Agreement may be modified or waived except by a written agreement signed by Bank. Bank will continue to have all of its rights under this Agreement even if it does not fully and promptly exercise them on all occasions.

8. **Notices.** Any notice to Debtor or to Bank shall be deemed to be given if and when mailed, with postage prepaid, to the respective address of Debtor or Bank appearing on the first page hereof, or if and when delivered personally.

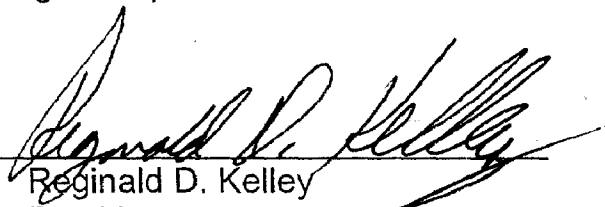
9. **Other.** In this Agreement, "maturity" of any of the Indebtedness means the time when that Indebtedness has become due and payable, for whatever reason (including, for example, acceleration due to default or bankruptcy). If Debtor is more than one person, their obligations under this Agreement are joint and several, and the term "Debtor" refers to each and all of them. This Agreement shall be binding upon and inure to the benefit of Debtor and Bank and their respective heirs, personal representatives, successors and assigns.

Dated: January 31, 2003

Bank:  
**FIFTH THIRD BANK (EASTERN MICHIGAN)**, a Michigan banking corporation

By:   
William D. Schuster  
Its: Vice President

Debtor:  
**EASOM AUTOMATION SYSTEMS, INC.**, a Michigan corporation

By:   
Reginald D. Kelley  
Its: President

Debtor Address:  
2761 Stair Street  
Detroit, MI 48209

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(Accounts, Contract Rights, Chattel Paper, General Intangibles)

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**TRADEMARK**

**REEL: 002668 FRAME: 0963**



Note, Guaranty or Document	Date	Principal Amount (if any)	Maker
Promissory Note	1/31/2003	\$2,000,000.00	Debtor

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(d) Debtor will execute, file, record, or procure from third persons, such financing statements, subordination agreements and other documents, and take all such other action, as Bank may deem necessary to perfect, to continue perfection of, or to maintain first priority of, Bank's security interest in the Collateral, and Debtor will place upon the Collateral and/or documents evidencing the Collateral such notice of Bank's security interest as Bank may from time to time require.

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(b) If default occurs in the performance of any obligation of Debtor to Bank under this Agreement or under any promissory note or other instrument at any time evidencing Indebtedness or under any other security agreement, loan agreement, mortgage, assignment, guaranty, or other agreement that now or hereafter secures or relates to any indebtedness or obligation now or hereafter owing by Debtor to Bank or that secures or relates to any guaranty of any such indebtedness or obligation ("Security Documents").

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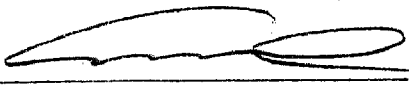
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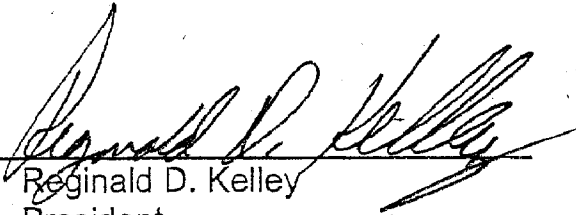
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Dated: January 31, 2003

Bank:  
FIFTH THIRD BANK (EASTERN MICHIGAN), a Michigan banking corporation

Debtor:  
EASOM AUTOMATION SYSTEMS, INC., a Michigan corporation

By:   
William D. Schuster  
Its: Vice President

By:   
Reginald D. Kelley  
Its: President

Debtor Address:  
2761 Stair Street  
Detroit, MI 48209

# SECURITY AGREEMENT

(Accounts, Contract Rights, Chattel Paper, General Intangibles)

The undersigned ("Debtor") hereby grants to FIFTH THIRD BANK (Eastern Michigan), a Michigan banking corporation, for itself and as agent for all affiliates of Fifth Third Bancorp for all obligations of Debtor to such affiliates (collectively, the "Bank") a continuing security interest in and hereby transfers and assigns to Bank, for security: all Accounts now existing and hereafter arising or acquired by Debtor, together with all proceeds and products thereof and all additions and accessions thereto, replacements thereof, supporting obligations therefor, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange therefor, and all revenues, issues, profits and proceeds arising from the sale, encumbrance, collection, or any other temporary or permanent disposition thereof, or any other interest therein (collectively, the "Collateral").

Capitalized terms not otherwise defined in this Agreement shall have the meanings attributed thereto in the applicable version of the Uniform Commercial Code adopted in the State of Michigan or, where appropriate, the jurisdiction in which the collateral is located, as such definitions may be enlarged or expanded from time to time by legislative amendment thereto or judicial decision (the "Uniform Commercial Code"). As used herein, the following capitalized terms shall have the following meanings: "Accounts" means all accounts, accounts receivable, healthcare insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, general intangibles, including, but not limited to, the Trademark and Patents described in attached Schedule A, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the rendition of services by Debtor; all guaranties, letters of credit and other security and support obligations for any of the above; all merchandise returned to or reclaimed by Debtor; and all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereinafter defined in the Uniform Commercial Code.

THIS SECURITY INTEREST SECURES PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY DEBTOR TO BANK, including all obligations of Debtor under this Agreement, and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements listed below that have been executed by another person or persons, including any and all renewals, extensions and modifications thereof (collectively called the "Indebtedness"). The indebtedness and obligations now owing by Debtor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and

Note, Guaranty or Document	Date	Principal Amount (if any)	Maker
Promissory Note	1/31/2003	\$2,000,000.00	Debtor

This security interest secures all present and future indebtedness and obligations owing by Debtor to Bank, regardless of whether any such indebtedness or obligation is: (a) not listed above; (b) not presently intended or contemplated by Debtor or Bank; (c) indirect, contingent or secondary; (d) unrelated to the Collateral or to any financing of the Collateral by Bank; (e) of a kind or class that is different from any indebtedness or obligation now owing by Debtor to Bank; or (f) evidenced by a note or other document that does not refer to this security interest or this Agreement.

If Debtor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons.

TRADEMARK

REEL: 002668 FRAME: 0969

## SECURITY AGREEMENT

(Accounts, Contract Rights, Chattel Paper, General Intangibles)

The undersigned ("Debtor") hereby grants to FIFTH THIRD BANK (Eastern Michigan), a Michigan banking corporation, for itself and as agent for all affiliates of Fifth Third Bancorp for all obligations of Debtor to such affiliates (collectively, the "Bank") a continuing security interest in and hereby transfers and assigns to Bank, for security: all Accounts now existing and hereafter arising or acquired by Debtor, together with all proceeds and products thereof and all additions and accessions thereto, replacements thereof, supporting obligations therefor, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange therefor, and all revenues, issues, profits and proceeds arising from the sale, encumbrance, collection, or any other temporary or permanent disposition thereof, or any other interest therein (collectively, the "Collateral").

Capitalized terms not otherwise defined in this Agreement shall have the meanings attributed thereto in the applicable version of the Uniform Commercial Code adopted in the State of Michigan or, where appropriate, the jurisdiction in which the collateral is located, as such definitions may be enlarged or expanded from time to time by legislative amendment thereto or judicial decision (the "Uniform Commercial Code"). As used herein, the following capitalized terms shall have the following meanings: "Accounts" means all accounts, accounts receivable, healthcare insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, general intangibles, including, but not limited to, the Trademark and Patents described in attached Schedule A, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the rendition of services by Debtor; all guaranties, letters of credit and other security and support obligations for any of the above; all merchandise returned to or reclaimed by Debtor; and all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereinafter defined in the Uniform Commercial Code.

THIS SECURITY INTEREST SECURES PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY DEBTOR TO BANK, including all obligations of Debtor under this Agreement, and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements listed below that have been executed by another person or persons, including any and all renewals, extensions and modifications thereof (collectively called the "Indebtedness"). The indebtedness and obligations now owing by Debtor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below.

**TRADEMARK**

**REEL: 002668 FRAME: 0970**

Note, Guaranty or Document	Date	Principal Amount (if any)	Maker
Promissory Note	1/31/2003	\$2,000,000.00	Debtor

This security interest secures all present and future indebtedness and obligations owing by Debtor to Bank, regardless of whether any such indebtedness or obligation is: (a) not listed above; (b) not presently intended or contemplated by Debtor or Bank; (c) indirect, contingent or secondary; (d) unrelated to the Collateral or to any financing of the Collateral by Bank; (e) of a kind or class that is different from any indebtedness or obligation now owing by Debtor to Bank; or (f) evidenced by a note or other document that does not refer to this security interest or this Agreement.

If Debtor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether any one or more persons who are not parties to this Agreement are also liable for all or part of such indebtedness and obligations.

### ADDITIONAL PROVISIONS

1. **Warranties and Representations.** Debtor warrants and represents to Bank as follows:

(a) If Debtor is a corporation, partnership, association, trust or other entity, it is duly organized and validly existing in good standing under the laws of the state indicated below Debtor's name on the other side of this Agreement; Debtor has full power and authority to enter into and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Debtor's board of directors, partners, trustees or other governing body and will not violate Debtor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument. Debtor hereby represents and warrants to Bank that its exact legal name is EASOM AUTOMATION SYSTEMS, INC., and that its Taxpayer I.D. No. is 02-0659296.

(b) This Agreement is the valid and binding obligation of Debtor, enforceable in accordance with its terms.

(c) Debtor is the owner of the Collateral, and none of the Collateral is subject to any lien, security interest, encumbrance or claim in favor of any third party, and no financing statement is on file in any public office covering any of the Collateral.



(d) Any part of the Collateral consisting of accounts or chattel paper does and will evidence bona fide sales or leases to the parties named in Debtor's books, and no defense to any account or chattel paper does or will exist.

(e) Debtor's address set forth on the other side of this Agreement is the location of either: (i) Debtor's sole place of business; or (ii) if Debtor has more than one place of business, Debtor's chief executive office; or (iii) if Debtor has neither a place of business nor a chief executive office, Debtor's residence.

2. **Agreements of Debtor.** Debtor agrees that:

(a) Debtor will not cause or permit any lien, security interest or encumbrance to be placed on any Collateral, except in favor of Bank, and Debtor will not sell, assign or transfer any Collateral or permit any Collateral to be transferred by operation of law.

(b) Debtor will maintain all records concerning the Collateral at Debtor's address appearing on the other side of this Agreement.

(c) Debtor will furnish Bank with such information regarding the Collateral as Bank shall from time to time request (including, without limitation, the names and addresses of Debtor's account debtors and the amount owing by each) and will allow Bank at any reasonable time to inspect the Collateral and Debtor's records regarding the Collateral.

(d) Debtor will execute, file, record, or procure from third persons, such financing statements, subordination agreements and other documents, and take all such other action, as Bank may deem necessary to perfect, to continue perfection of, or to maintain first priority of, Bank's security interest in the Collateral, and Debtor will place upon the Collateral and/or documents evidencing the Collateral such notice of Bank's security interest as Bank may from time to time require.

(e) Bank may file a financing statement perfecting its security interest in the Collateral and record the same with the United States Patent and Trademark Office, which may include filing a photocopy of this Agreement as a financing statement evidencing Bank's security interest in the Collateral.

(f) Debtor will immediately notify Bank in writing: (i) of any change in Debtor's name, identity or corporate structure; (ii) if Debtor now has only one place of business, of any change in its location and of the location of each additional place of business established by Debtor; (iii) if Debtor now or hereafter has more than one place of business, of any change in the location of Debtor's chief executive office; and (iv) if Debtor has neither a place of business nor a chief executive office, of any change in the location of Debtor's residence.

(g) Bank may from time to time contact Debtor's account debtors for the purpose of verifying the existence, amount and collectibility of, and other information regarding, Debtor's accounts, chattel paper, instruments or general intangibles.

(h) Debtor will indemnify Bank with respect to all losses, damages, liabilities and expenses (including attorneys' fees) incurred by Bank by reason of any failure of Debtor to comply with any of Debtor's obligations under this Agreement or by reason of any warranty or representation made by Debtor to Bank in this Agreement being false in any material respect.

3. **Bank's Right to Perform.** If Debtor fails to perform any obligation of Debtor under this Agreement, Bank may, without giving notice to or obtaining the consent of Debtor, perform that obligation on behalf of Debtor. (This may include, for example, paying off liens on Collateral.) To the extent necessary, Debtor appoints Bank as Debtor's agent and attorney-in-fact with full power and authority to perform any such obligation. Debtor will reimburse Bank on demand for any expense that Bank incurs in performing any such obligation and will pay to Bank interest thereon, from the date the expense was incurred by Bank, at an annual rate equal to the lesser of: (a) five percent (5%) above the rate of interest announced from time to time by Bank as its "prime" interest rate; or (b) the highest rate to which Debtor could lawfully agree in writing. Bank is not required to perform an obligation that Debtor has failed to perform. If Bank does so, that will not be a waiver of Bank's right to declare the Indebtedness immediately due and payable by reason of Debtor's failure to perform.

4. **Events of Default and Acceleration.** Any part or all of the Indebtedness shall, at the option of Bank, become immediately due and payable without notice or demand upon the occurrence of any of the following events of default:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable.

(b) If default occurs in the performance of any obligation of Debtor to Bank under this Agreement or under any promissory note or other instrument at any time evidencing Indebtedness or under any other security agreement, loan agreement, mortgage, assignment, guaranty, or other agreement that now or hereafter secures or relates to any indebtedness or obligation now or hereafter owing by Debtor to Bank or that secures or relates to any guaranty of any such indebtedness or obligation ("Security Documents").

(c) If any warranty, representation or statement heretofore or hereafter made to Bank by Debtor or by any guarantor of all or part of the Indebtedness ("Guarantor") in this Agreement or in any Security Document, credit application, financial statement or otherwise, shall have been false in any material respect when made or furnished.

(d) If Debtor or any of Debtor's partners (if Debtor is a partnership) or any Guarantor shall die, dissolve, become insolvent or make an assignment for the benefit of creditors.

(e) If any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or limited for any reason, without the written consent or agreement of Bank.

(f) If at any time Bank believes that the prospect of payment or performance of any of the Indebtedness is impaired.

If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against Debtor or any Guarantor, or any of Debtor's or any Guarantor's partners (if Debtor or any Guarantor is a partnership) or if any attachment, garnishment, levy, execution or other legal process shall at any time be issued against or placed upon any Collateral, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any note at any time evidencing any of the Indebtedness or of any loan agreement, Security Document or other agreement heretofore or hereafter entered into between Debtor and Bank.

5. **Bank Rights and Remedies.** Bank shall have all rights and remedies of a secured party under applicable laws. Without limiting those rights and remedies:

(a) Upon the occurrence of an event of default, as defined in paragraph 4 above: (i) without notice or demand to Debtor, Bank shall be entitled to notify Debtor's account debtors and obligors to make all payments directly to Bank, and Bank shall have the right to take all actions that Bank considers necessary or desirable to collect upon the Collateral, including, without limitation, prosecuting actions against, or settling or compromising disputes and claims with, Debtor's account debtors and obligors; (ii) without notice or demand to Debtor, Bank may receive, open, dispose of, and notify the postal authorities to change the address of, mail directed to Debtor; and (iii) upon demand by Bank, Debtor shall forthwith deliver to Bank, at such place as Bank shall designate, all proceeds of the Collateral and all books, records, agreements, leases, documents and instruments evidencing or relating to the Collateral.

(b) If all or any part of the Indebtedness is not paid at maturity, Bank may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by Bank to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least five days before the sale or other disposition.

(c) The proceeds of any collection or disposition of Collateral shall be applied first to Bank's attorneys' fees and expenses, as provided in paragraph 6 hereof,

and then to the Indebtedness, in such manner as Bank shall determine, and Debtor shall be liable for any deficiency remaining.

All rights and remedies of Bank shall be cumulative and may be exercised from time to time.

6. **Expenses.** Debtor shall reimburse Bank on demand for all attorneys' fees, legal expenses and other expenses that Bank incurs in protecting and enforcing its rights under this Agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy or any other person. Bank may apply any proceeds of collection or disposition of Collateral to Bank's reasonable attorneys' fees, legal expenses and other expenses.

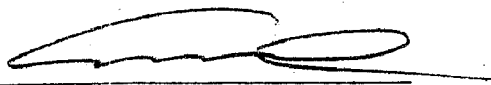
7. **Amendments and Waivers.** No provision of this Agreement may be modified or waived except by a written agreement signed by Bank. Bank will continue to have all of its rights under this Agreement even if it does not fully and promptly exercise them on all occasions.

8. **Notices.** Any notice to Debtor or to Bank shall be deemed to be given if and when mailed, with postage prepaid, to the respective address of Debtor or Bank appearing on the first page hereof, or if and when delivered personally.

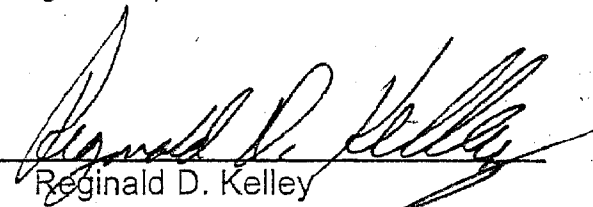
9. **Other.** In this Agreement, "maturity" of any of the Indebtedness means the time when that Indebtedness has become due and payable, for whatever reason (including, for example, acceleration due to default or bankruptcy). If Debtor is more than one person, their obligations under this Agreement are joint and several, and the term "Debtor" refers to each and all of them. This Agreement shall be binding upon and inure to the benefit of Debtor and Bank and their respective heirs, personal representatives, successors and assigns.

Dated: January 31, 2003

Bank:  
**FIFTH THIRD BANK (EASTERN MICHIGAN)**, a Michigan banking corporation

By:   
William D. Schuster  
Its: Vice President

Debtor:  
**EASOM AUTOMATION SYSTEMS, INC.**, a Michigan corporation

By:   
Reginald D. Kelley  
Its: President

Debtor Address:  
2761 Stair Street  
Detroit, MI 48209

## SECURITY AGREEMENT

(Accounts, Contract Rights, Chattel Paper, General Intangibles)

The undersigned ("Debtor") hereby grants to FIFTH THIRD BANK (Eastern Michigan), a Michigan banking corporation, for itself and as agent for all affiliates of Fifth Third Bancorp for all obligations of Debtor to such affiliates (collectively, the "Bank") a continuing security interest in and hereby transfers and assigns to Bank, for security: all Accounts now existing and hereafter arising or acquired by Debtor, together with all proceeds and products thereof and all additions and accessions thereto, replacements thereof, supporting obligations therefor, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange therefor, and all revenues, issues, profits and proceeds arising from the sale, encumbrance, collection, or any other temporary or permanent disposition thereof, or any other interest therein (collectively, the "Collateral").

Capitalized terms not otherwise defined in this Agreement shall have the meanings attributed thereto in the applicable version of the Uniform Commercial Code adopted in the State of Michigan or, where appropriate, the jurisdiction in which the collateral is located, as such definitions may be enlarged or expanded from time to time by legislative amendment thereto or judicial decision (the "Uniform Commercial Code"). As used herein, the following capitalized terms shall have the following meanings: "Accounts" means all accounts, accounts receivable, healthcare insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, general intangibles, including, but not limited to, the Trademark and Patents described in attached Schedule A, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the rendition of services by Debtor; all guaranties, letters of credit and other security and support obligations for any of the above; all merchandise returned to or reclaimed by Debtor; and all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereinafter defined in the Uniform Commercial Code.

THIS SECURITY INTEREST SECURES PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY DEBTOR TO BANK, including all obligations of Debtor under this Agreement, and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements listed below that have been executed by another person or persons, including any and all renewals, extensions and modifications thereof (collectively called the "Indebtedness"). The indebtedness and obligations now owing by Debtor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below.

**TRADEMARK**

**REEL: 002668 FRAME: 0976**

Note, Guaranty or Document	Date	Principal Amount (if any)	Maker
Promissory Note	1/31/2003	\$2,000,000.00	Debtor

This security interest secures all present and future indebtedness and obligations owing by Debtor to Bank, regardless of whether any such indebtedness or obligation is: (a) not listed above; (b) not presently intended or contemplated by Debtor or Bank; (c) indirect, contingent or secondary; (d) unrelated to the Collateral or to any financing of the Collateral by Bank; (e) of a kind or class that is different from any indebtedness or obligation now owing by Debtor to Bank; or (f) evidenced by a note or other document that does not refer to this security interest or this Agreement.

If Debtor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether any one or more persons who are not parties to this Agreement are also liable for all or part of such indebtedness and obligations.

### ADDITIONAL PROVISIONS

1. **Warranties and Representations.** Debtor warrants and represents to Bank as follows:

(a) If Debtor is a corporation, partnership, association, trust or other entity, it is duly organized and validly existing in good standing under the laws of the state indicated below Debtor's name on the other side of this Agreement; Debtor has full power and authority to enter into and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Debtor's board of directors, partners, trustees or other governing body and will not violate Debtor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument. Debtor hereby represents and warrants to Bank that its exact legal name is EASOM AUTOMATION SYSTEMS, INC., and that its Taxpayer I.D. No. is 02-0659296.

(b) This Agreement is the valid and binding obligation of Debtor, enforceable in accordance with its terms.

(c) Debtor is the owner of the Collateral, and none of the Collateral is subject to any lien, security interest, encumbrance or claim in favor of any third party, and no financing statement is on file in any public office covering any of the Collateral.

(d) Any part of the Collateral consisting of accounts or chattel paper does and will evidence bona fide sales or leases to the parties named in Debtor's books, and no defense to any account or chattel paper does or will exist.

(e) Debtor's address set forth on the other side of this Agreement is the location of either: (i) Debtor's sole place of business; or (ii) if Debtor has more than one place of business, Debtor's chief executive office; or (iii) if Debtor has neither a place of business nor a chief executive office, Debtor's residence.

**2. Agreements of Debtor.** Debtor agrees that:

(a) Debtor will not cause or permit any lien, security interest or encumbrance to be placed on any Collateral, except in favor of Bank, and Debtor will not sell, assign or transfer any Collateral or permit any Collateral to be transferred by operation of law.

(b) Debtor will maintain all records concerning the Collateral at Debtor's address appearing on the other side of this Agreement.

(c) Debtor will furnish Bank with such information regarding the Collateral as Bank shall from time to time request (including, without limitation, the names and addresses of Debtor's account debtors and the amount owing by each) and will allow Bank at any reasonable time to inspect the Collateral and Debtor's records regarding the Collateral.

(d) Debtor will execute, file, record, or procure from third persons, such financing statements, subordination agreements and other documents, and take all such other action, as Bank may deem necessary to perfect, to continue perfection of, or to maintain first priority of, Bank's security interest in the Collateral, and Debtor will place upon the Collateral and/or documents evidencing the Collateral such notice of Bank's security interest as Bank may from time to time require.

(e) Bank may file a financing statement perfecting its security interest in the Collateral and record the same with the United States Patent and Trademark Office, which may include filing a photocopy of this Agreement as a financing statement evidencing Bank's security interest in the Collateral.

(f) Debtor will immediately notify Bank in writing: (i) of any change in Debtor's name, identity or corporate structure; (ii) if Debtor now has only one place of business, of any change in its location and of the location of each additional place of business established by Debtor; (iii) if Debtor now or hereafter has more than one place of business, of any change in the location of Debtor's chief executive office; and (iv) if Debtor has neither a place of business nor a chief executive office, of any change in the location of Debtor's residence.

(g) Bank may from time to time contact Debtor's account debtors for the purpose of verifying the existence, amount and collectibility of, and other information regarding, Debtor's accounts, chattel paper, instruments or general intangibles.

(h) Debtor will indemnify Bank with respect to all losses, damages, liabilities and expenses (including attorneys' fees) incurred by Bank by reason of any failure of Debtor to comply with any of Debtor's obligations under this Agreement or by reason of any warranty or representation made by Debtor to Bank in this Agreement being false in any material respect.

3. **Bank's Right to Perform.** If Debtor fails to perform any obligation of Debtor under this Agreement, Bank may, without giving notice to or obtaining the consent of Debtor, perform that obligation on behalf of Debtor. (This may include, for example, paying off liens on Collateral.) To the extent necessary, Debtor appoints Bank as Debtor's agent and attorney-in-fact with full power and authority to perform any such obligation. Debtor will reimburse Bank on demand for any expense that Bank incurs in performing any such obligation and will pay to Bank interest thereon, from the date the expense was incurred by Bank, at an annual rate equal to the lesser of: (a) five percent (5%) above the rate of interest announced from time to time by Bank as its "prime" interest rate; or (b) the highest rate to which Debtor could lawfully agree in writing. Bank is not required to perform an obligation that Debtor has failed to perform. If Bank does so, that will not be a waiver of Bank's right to declare the Indebtedness immediately due and payable by reason of Debtor's failure to perform.

4. **Events of Default and Acceleration.** Any part or all of the Indebtedness shall, at the option of Bank, become immediately due and payable without notice or demand upon the occurrence of any of the following events of default:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable.

(b) If default occurs in the performance of any obligation of Debtor to Bank under this Agreement or under any promissory note or other instrument at any time evidencing Indebtedness or under any other security agreement, loan agreement, mortgage, assignment, guaranty, or other agreement that now or hereafter secures or relates to any indebtedness or obligation now or hereafter owing by Debtor to Bank or that secures or relates to any guaranty of any such indebtedness or obligation ("Security Documents").

(c) If any warranty, representation or statement heretofore or hereafter made to Bank by Debtor or by any guarantor of all or part of the Indebtedness ("Guarantor") in this Agreement or in any Security Document, credit application, financial statement or otherwise, shall have been false in any material respect when made or furnished.



(d) If Debtor or any of Debtor's partners (if Debtor is a partnership) or any Guarantor shall die, dissolve, become insolvent or make an assignment for the benefit of creditors.

(e) If any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or limited for any reason, without the written consent or agreement of Bank.

(f) If at any time Bank believes that the prospect of payment or performance of any of the Indebtedness is impaired.

If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against Debtor or any Guarantor, or any of Debtor's or any Guarantor's partners (if Debtor or any Guarantor is a partnership) or if any attachment, garnishment, levy, execution or other legal process shall at any time be issued against or placed upon any Collateral, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any note at any time evidencing any of the Indebtedness or of any loan agreement, Security Document or other agreement heretofore or hereafter entered into between Debtor and Bank.

5. **Bank Rights and Remedies.** Bank shall have all rights and remedies of a secured party under applicable laws. Without limiting those rights and remedies:

(a) Upon the occurrence of an event of default, as defined in paragraph 4 above: (i) without notice or demand to Debtor, Bank shall be entitled to notify Debtor's account debtors and obligors to make all payments directly to Bank, and Bank shall have the right to take all actions that Bank considers necessary or desirable to collect upon the Collateral, including, without limitation, prosecuting actions against, or settling or compromising disputes and claims with, Debtor's account debtors and obligors; (ii) without notice or demand to Debtor, Bank may receive, open, dispose of, and notify the postal authorities to change the address of, mail directed to Debtor; and (iii) upon demand by Bank, Debtor shall forthwith deliver to Bank, at such place as Bank shall designate, all proceeds of the Collateral and all books, records, agreements, leases, documents and instruments evidencing or relating to the Collateral.

(b) If all or any part of the Indebtedness is not paid at maturity, Bank may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by Bank to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least five days before the sale or other disposition.

(c) The proceeds of any collection or disposition of Collateral shall be applied first to Bank's attorneys' fees and expenses, as provided in paragraph 6 hereof,

and then to the Indebtedness, in such manner as Bank shall determine, and Debtor shall be liable for any deficiency remaining.

All rights and remedies of Bank shall be cumulative and may be exercised from time to time.

6. **Expenses.** Debtor shall reimburse Bank on demand for all attorneys' fees, legal expenses and other expenses that Bank incurs in protecting and enforcing its rights under this Agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy or any other person. Bank may apply any proceeds of collection or disposition of Collateral to Bank's reasonable attorneys' fees, legal expenses and other expenses.

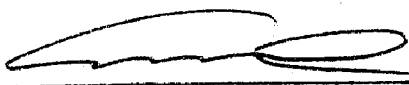
7. **Amendments and Waivers.** No provision of this Agreement may be modified or waived except by a written agreement signed by Bank. Bank will continue to have all of its rights under this Agreement even if it does not fully and promptly exercise them on all occasions.

8. **Notices.** Any notice to Debtor or to Bank shall be deemed to be given if and when mailed, with postage prepaid, to the respective address of Debtor or Bank appearing on the first page hereof, or if and when delivered personally.

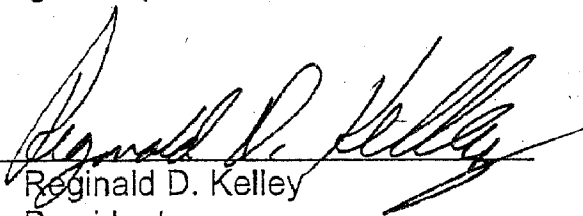
9. **Other.** In this Agreement, "maturity" of any of the Indebtedness means the time when that Indebtedness has become due and payable, for whatever reason (including, for example, acceleration due to default or bankruptcy). If Debtor is more than one person, their obligations under this Agreement are joint and several, and the term "Debtor" refers to each and all of them. This Agreement shall be binding upon and inure to the benefit of Debtor and Bank and their respective heirs, personal representatives, successors and assigns.

Dated: January 31, 2003

Bank:  
**FIFTH THIRD BANK (EASTERN MICHIGAN)**, a Michigan banking corporation

By:   
William D. Schuster  
Its: Vice President

Debtor:  
**EASOM AUTOMATION SYSTEMS, INC.**,  
a Michigan corporation

By:   
Reginald D. Kelley  
Its: President

Debtor Address:  
2761 Stair Street  
Detroit, MI 48209

## SECURITY AGREEMENT

(Accounts, Contract Rights, Chattel Paper, General Intangibles)

The undersigned ("Debtor") hereby grants to FIFTH THIRD BANK (Eastern Michigan), a Michigan banking corporation, for itself and as agent for all affiliates of Fifth Third Bancorp for all obligations of Debtor to such affiliates (collectively, the "Bank") a continuing security interest in and hereby transfers and assigns to Bank, for security: all Accounts now existing and hereafter arising or acquired by Debtor, together with all proceeds and products thereof and all additions and accessions thereto, replacements thereof, supporting obligations therefor, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange therefor, and all revenues, issues, profits and proceeds arising from the sale, encumbrance, collection, or any other temporary or permanent disposition thereof, or any other interest therein (collectively, the "Collateral").

Capitalized terms not otherwise defined in this Agreement shall have the meanings attributed thereto in the applicable version of the Uniform Commercial Code adopted in the State of Michigan or, where appropriate, the jurisdiction in which the collateral is located, as such definitions may be enlarged or expanded from time to time by legislative amendment thereto or judicial decision (the "Uniform Commercial Code"). As used herein, the following capitalized terms shall have the following meanings: "Accounts" means all accounts, accounts receivable, healthcare insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, general intangibles, including, but not limited to, the Trademark and Patents described in attached Schedule A, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the rendition of services by Debtor; all guaranties, letters of credit and other security and support obligations for any of the above; all merchandise returned to or reclaimed by Debtor; and all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereinafter defined in the Uniform Commercial Code.

THIS SECURITY INTEREST SECURES PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY DEBTOR TO BANK, including all obligations of Debtor under this Agreement, and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements listed below that have been executed by another person or persons, including any and all renewals, extensions and modifications thereof (collectively called the "Indebtedness"). The indebtedness and obligations now owing by Debtor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below.

Note, Guaranty or Document	Date	Principal Amount (if any)	Maker
Promissory Note	1/31/2003	\$2,000,000.00	Debtor

This security interest secures all present and future indebtedness and obligations owing by Debtor to Bank, regardless of whether any such indebtedness or obligation is: (a) not listed above; (b) not presently intended or contemplated by Debtor or Bank; (c) indirect, contingent or secondary; (d) unrelated to the Collateral or to any financing of the Collateral by Bank; (e) of a kind or class that is different from any indebtedness or obligation now owing by Debtor to Bank; or (f) evidenced by a note or other document that does not refer to this security interest or this Agreement.

If Debtor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether any one or more persons who are not parties to this Agreement are also liable for all or part of such indebtedness and obligations.

### ADDITIONAL PROVISIONS

1. **Warranties and Representations.** Debtor warrants and represents to Bank as follows:

(a) If Debtor is a corporation, partnership, association, trust or other entity, it is duly organized and validly existing in good standing under the laws of the state indicated below Debtor's name on the other side of this Agreement; Debtor has full power and authority to enter into and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Debtor's board of directors, partners, trustees or other governing body and will not violate Debtor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument. Debtor hereby represents and warrants to Bank that its exact legal name is EASOM AUTOMATION SYSTEMS, INC., and that its Taxpayer I.D. No. is 02-0659296.

(b) This Agreement is the valid and binding obligation of Debtor, enforceable in accordance with its terms.

(c) Debtor is the owner of the Collateral, and none of the Collateral is subject to any lien, security interest, encumbrance or claim in favor of any third party, and no financing statement is on file in any public office covering any of the Collateral.

(d) Any part of the Collateral consisting of accounts or chattel paper does and will evidence bona fide sales or leases to the parties named in Debtor's books, and no defense to any account or chattel paper does or will exist.

(e) Debtor's address set forth on the other side of this Agreement is the location of either: (i) Debtor's sole place of business; or (ii) if Debtor has more than one place of business, Debtor's chief executive office; or (iii) if Debtor has neither a place of business nor a chief executive office, Debtor's residence.

2. **Agreements of Debtor.** Debtor agrees that:

(a) Debtor will not cause or permit any lien, security interest or encumbrance to be placed on any Collateral, except in favor of Bank, and Debtor will not sell, assign or transfer any Collateral or permit any Collateral to be transferred by operation of law.

(b) Debtor will maintain all records concerning the Collateral at Debtor's address appearing on the other side of this Agreement.

(c) Debtor will furnish Bank with such information regarding the Collateral as Bank shall from time to time request (including, without limitation, the names and addresses of Debtor's account debtors and the amount owing by each) and will allow Bank at any reasonable time to inspect the Collateral and Debtor's records regarding the Collateral.

(d) Debtor will execute, file, record, or procure from third persons, such financing statements, subordination agreements and other documents, and take all such other action, as Bank may deem necessary to perfect, to continue perfection of, or to maintain first priority of, Bank's security interest in the Collateral, and Debtor will place upon the Collateral and/or documents evidencing the Collateral such notice of Bank's security interest as Bank may from time to time require.

(e) Bank may file a financing statement perfecting its security interest in the Collateral and record the same with the United States Patent and Trademark Office, which may include filing a photocopy of this Agreement as a financing statement evidencing Bank's security interest in the Collateral.

(f) Debtor will immediately notify Bank in writing: (i) of any change in Debtor's name, identity or corporate structure; (ii) if Debtor now has only one place of business, of any change in its location and of the location of each additional place of business established by Debtor; (iii) if Debtor now or hereafter has more than one place of business, of any change in the location of Debtor's chief executive office; and (iv) if Debtor has neither a place of business nor a chief executive office, of any change in the location of Debtor's residence.

(g) Bank may from time to time contact Debtor's account debtors for the purpose of verifying the existence, amount and collectibility of, and other information regarding, Debtor's accounts, chattel paper, instruments or general intangibles.

(h) Debtor will indemnify Bank with respect to all losses, damages, liabilities and expenses (including attorneys' fees) incurred by Bank by reason of any failure of Debtor to comply with any of Debtor's obligations under this Agreement or by reason of any warranty or representation made by Debtor to Bank in this Agreement being false in any material respect.

3. **Bank's Right to Perform.** If Debtor fails to perform any obligation of Debtor under this Agreement, Bank may, without giving notice to or obtaining the consent of Debtor, perform that obligation on behalf of Debtor. (This may include, for example, paying off liens on Collateral.) To the extent necessary, Debtor appoints Bank as Debtor's agent and attorney-in-fact with full power and authority to perform any such obligation. Debtor will reimburse Bank on demand for any expense that Bank incurs in performing any such obligation and will pay to Bank interest thereon, from the date the expense was incurred by Bank, at an annual rate equal to the lesser of: (a) five percent (5%) above the rate of interest announced from time to time by Bank as its "prime" interest rate; or (b) the highest rate to which Debtor could lawfully agree in writing. Bank is not required to perform an obligation that Debtor has failed to perform. If Bank does so, that will not be a waiver of Bank's right to declare the Indebtedness immediately due and payable by reason of Debtor's failure to perform.

4. **Events of Default and Acceleration.** Any part or all of the Indebtedness shall, at the option of Bank, become immediately due and payable without notice or demand upon the occurrence of any of the following events of default:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable.

(b) If default occurs in the performance of any obligation of Debtor to Bank under this Agreement or under any promissory note or other instrument at any time evidencing Indebtedness or under any other security agreement, loan agreement, mortgage, assignment, guaranty, or other agreement that now or hereafter secures or relates to any indebtedness or obligation now or hereafter owing by Debtor to Bank or that secures or relates to any guaranty of any such indebtedness or obligation ("Security Documents").

(c) If any warranty, representation or statement heretofore or hereafter made to Bank by Debtor or by any guarantor of all or part of the Indebtedness ("Guarantor") in this Agreement or in any Security Document, credit application, financial statement or otherwise, shall have been false in any material respect when made or furnished.

(d) If Debtor or any of Debtor's partners (if Debtor is a partnership) or any Guarantor shall die, dissolve, become insolvent or make an assignment for the benefit of creditors.

(e) If any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or limited for any reason, without the written consent or agreement of Bank.

(f) If at any time Bank believes that the prospect of payment or performance of any of the Indebtedness is impaired.

If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against Debtor or any Guarantor, or any of Debtor's or any Guarantor's partners (if Debtor or any Guarantor is a partnership) or if any attachment, garnishment, levy, execution or other legal process shall at any time be issued against or placed upon any Collateral, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any note at any time evidencing any of the Indebtedness or of any loan agreement, Security Document or other agreement heretofore or hereafter entered into between Debtor and Bank.

5. **Bank Rights and Remedies.** Bank shall have all rights and remedies of a secured party under applicable laws. Without limiting those rights and remedies:

(a) Upon the occurrence of an event of default, as defined in paragraph 4 above: (i) without notice or demand to Debtor, Bank shall be entitled to notify Debtor's account debtors and obligors to make all payments directly to Bank, and Bank shall have the right to take all actions that Bank considers necessary or desirable to collect upon the Collateral, including, without limitation, prosecuting actions against, or settling or compromising disputes and claims with, Debtor's account debtors and obligors; (ii) without notice or demand to Debtor, Bank may receive, open, dispose of, and notify the postal authorities to change the address of, mail directed to Debtor; and (iii) upon demand by Bank, Debtor shall forthwith deliver to Bank, at such place as Bank shall designate, all proceeds of the Collateral and all books, records, agreements, leases, documents and instruments evidencing or relating to the Collateral.

(b) If all or any part of the Indebtedness is not paid at maturity, Bank may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by Bank to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least five days before the sale or other disposition.

(c) The proceeds of any collection or disposition of Collateral shall be applied first to Bank's attorneys' fees and expenses, as provided in paragraph 6 hereof,

and then to the Indebtedness, in such manner as Bank shall determine, and Debtor shall be liable for any deficiency remaining.

All rights and remedies of Bank shall be cumulative and may be exercised from time to time.

6. **Expenses.** Debtor shall reimburse Bank on demand for all attorneys' fees, legal expenses and other expenses that Bank incurs in protecting and enforcing its rights under this Agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy or any other person. Bank may apply any proceeds of collection or disposition of Collateral to Bank's reasonable attorneys' fees, legal expenses and other expenses.


7. **Amendments and Waivers.** No provision of this Agreement may be modified or waived except by a written agreement signed by Bank. Bank will continue to have all of its rights under this Agreement even if it does not fully and promptly exercise them on all occasions.

8. **Notices.** Any notice to Debtor or to Bank shall be deemed to be given if and when mailed, with postage prepaid, to the respective address of Debtor or Bank appearing on the first page hereof, or if and when delivered personally.

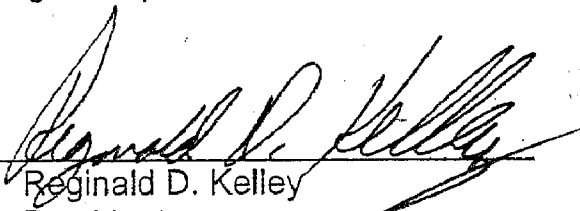
9. **Other.** In this Agreement, "maturity" of any of the Indebtedness means the time when that Indebtedness has become due and payable, for whatever reason (including, for example, acceleration due to default or bankruptcy). If Debtor is more than one person, their obligations under this Agreement are joint and several, and the term "Debtor" refers to each and all of them. This Agreement shall be binding upon and inure to the benefit of Debtor and Bank and their respective heirs, personal representatives, successors and assigns.

Dated: January 31, 2003

Bank:  
**FIFTH THIRD BANK (EASTERN MICHIGAN)**, a Michigan banking corporation

By:   
William D. Schuster  
Its: Vice President

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a Michigan corporation

By:   
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THIS SECURITY INTEREST SECURES PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY DEBTOR TO BANK, including all obligations of Debtor under this Agreement, and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements listed below that have been executed by another person or persons, including any and all renewals, extensions and modifications thereof (collectively called the "Indebtedness"). The indebtedness and obligations now owing by Debtor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below.

TRADEMARK

REEL: 002668 FRAME: 0988

Note, Guaranty or Document	Date	Principal Amount (if any)	Maker
Promissory Note	1/31/2003	\$2,000,000.00	Debtor

This security interest secures all present and future indebtedness and obligations owing by Debtor to Bank, regardless of whether any such indebtedness or obligation is: (a) not listed above; (b) not presently intended or contemplated by Debtor or Bank; (c) indirect, contingent or secondary; (d) unrelated to the Collateral or to any financing of the Collateral by Bank; (e) of a kind or class that is different from any indebtedness or obligation now owing by Debtor to Bank; or (f) evidenced by a note or other document that does not refer to this security interest or this Agreement.

If Debtor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether any one or more persons who are not parties to this Agreement are also liable for all or part of such indebtedness and obligations.

### ADDITIONAL PROVISIONS

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(a) If Debtor is a corporation, partnership, association, trust or other entity, it is duly organized and validly existing in good standing under the laws of the state indicated below Debtor's name on the other side of this Agreement; Debtor has full power and authority to enter into and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Debtor's board of directors, partners, trustees or other governing body and will not violate Debtor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument. Debtor hereby represents and warrants to Bank that its exact legal name is EASOM AUTOMATION SYSTEMS, INC., and that its Taxpayer I.D. No. is 02-0659296.

(b) This Agreement is the valid and binding obligation of Debtor, enforceable in accordance with its terms.

(c) Debtor is the owner of the Collateral, and none of the Collateral is subject to any lien, security interest, encumbrance or claim in favor of any third party, and no financing statement is on file in any public office covering any of the Collateral.

(d) Any part of the Collateral consisting of accounts or chattel paper does and will evidence bona fide sales or leases to the parties named in Debtor's books, and no defense to any account or chattel paper does or will exist.

(e) Debtor's address set forth on the other side of this Agreement is the location of either: (i) Debtor's sole place of business; or (ii) if Debtor has more than one place of business, Debtor's chief executive office; or (iii) if Debtor has neither a place of business nor a chief executive office, Debtor's residence.

**2. Agreements of Debtor.** Debtor agrees that:

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(b) Debtor will maintain all records concerning the Collateral at Debtor's address appearing on the other side of this Agreement.

(c) Debtor will furnish Bank with such information regarding the Collateral as Bank shall from time to time request (including, without limitation, the names and addresses of Debtor's account debtors and the amount owing by each) and will allow Bank at any reasonable time to inspect the Collateral and Debtor's records regarding the Collateral.

(d) Debtor will execute, file, record, or procure from third persons, such financing statements, subordination agreements and other documents, and take all such other action, as Bank may deem necessary to perfect, to continue perfection of, or to maintain first priority of, Bank's security interest in the Collateral, and Debtor will place upon the Collateral and/or documents evidencing the Collateral such notice of Bank's security interest as Bank may from time to time require.

(e) Bank may file a financing statement perfecting its security interest in the Collateral and record the same with the United States Patent and Trademark Office, which may include filing a photocopy of this Agreement as a financing statement evidencing Bank's security interest in the Collateral.

(f) Debtor will immediately notify Bank in writing: (i) of any change in Debtor's name, identity or corporate structure; (ii) if Debtor now has only one place of business, of any change in its location and of the location of each additional place of business established by Debtor; (iii) if Debtor now or hereafter has more than one place of business, of any change in the location of Debtor's chief executive office; and (iv) if Debtor has neither a place of business nor a chief executive office, of any change in the location of Debtor's residence.

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(h) Debtor will indemnify Bank with respect to all losses, damages, liabilities and expenses (including attorneys' fees) incurred by Bank by reason of any failure of Debtor to comply with any of Debtor's obligations under this Agreement or by reason of any warranty or representation made by Debtor to Bank in this Agreement being false in any material respect.

3. **Bank's Right to Perform.** If Debtor fails to perform any obligation of Debtor under this Agreement, Bank may, without giving notice to or obtaining the consent of Debtor, perform that obligation on behalf of Debtor. (This may include, for example, paying off liens on Collateral.) To the extent necessary, Debtor appoints Bank as Debtor's agent and attorney-in-fact with full power and authority to perform any such obligation. Debtor will reimburse Bank on demand for any expense that Bank incurs in performing any such obligation and will pay to Bank interest thereon, from the date the expense was incurred by Bank, at an annual rate equal to the lesser of: (a) five percent (5%) above the rate of interest announced from time to time by Bank as its "prime" interest rate; or (b) the highest rate to which Debtor could lawfully agree in writing. Bank is not required to perform an obligation that Debtor has failed to perform. If Bank does so, that will not be a waiver of Bank's right to declare the Indebtedness immediately due and payable by reason of Debtor's failure to perform.

4. **Events of Default and Acceleration.** Any part or all of the Indebtedness shall, at the option of Bank, become immediately due and payable without notice or demand upon the occurrence of any of the following events of default:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable.

(b) If default occurs in the performance of any obligation of Debtor to Bank under this Agreement or under any promissory note or other instrument at any time evidencing Indebtedness or under any other security agreement, loan agreement, mortgage, assignment, guaranty, or other agreement that now or hereafter secures or relates to any indebtedness or obligation now or hereafter owing by Debtor to Bank or that secures or relates to any guaranty of any such indebtedness or obligation ("Security Documents").

(c) If any warranty, representation or statement heretofore or hereafter made to Bank by Debtor or by any guarantor of all or part of the Indebtedness ("Guarantor") in this Agreement or in any Security Document, credit application, financial statement or otherwise, shall have been false in any material respect when made or furnished.

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If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against Debtor or any Guarantor, or any of Debtor's or any Guarantor's partners (if Debtor or any Guarantor is a partnership) or if any attachment, garnishment, levy, execution or other legal process shall at any time be issued against or placed upon any Collateral, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any note at any time evidencing any of the Indebtedness or of any loan agreement, Security Document or other agreement heretofore or hereafter entered into between Debtor and Bank.

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(a) Upon the occurrence of an event of default, as defined in paragraph 4 above: (i) without notice or demand to Debtor, Bank shall be entitled to notify Debtor's account debtors and obligors to make all payments directly to Bank, and Bank shall have the right to take all actions that Bank considers necessary or desirable to collect upon the Collateral, including, without limitation, prosecuting actions against, or settling or compromising disputes and claims with, Debtor's account debtors and obligors; (ii) without notice or demand to Debtor, Bank may receive, open, dispose of, and notify the postal authorities to change the address of, mail directed to Debtor; and (iii) upon demand by Bank, Debtor shall forthwith deliver to Bank, at such place as Bank shall designate, all proceeds of the Collateral and all books, records, agreements, leases, documents and instruments evidencing or relating to the Collateral.

(b) If all or any part of the Indebtedness is not paid at maturity, Bank may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by Bank to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least five days before the sale or other disposition.

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6. **Expenses.** Debtor shall reimburse Bank on demand for all attorneys' fees, legal expenses and other expenses that Bank incurs in protecting and enforcing its rights under this Agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy or any other person. Bank may apply any proceeds of collection or disposition of Collateral to Bank's reasonable attorneys' fees, legal expenses and other expenses.

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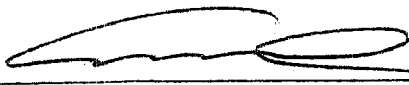
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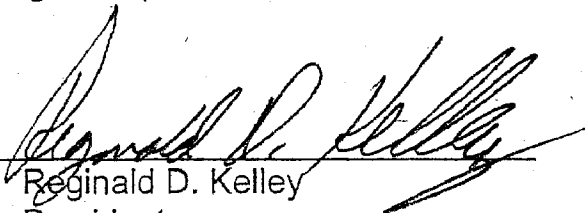
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Dated: January 31, 2003

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**TRADEMARK**

**REEL: 002668 FRAME: 0994**

Note, Guaranty or Document	Date	Principal Amount (if any)	Maker
Promissory Note	1/31/2003	\$2,000,000.00	Debtor

This security interest secures all present and future indebtedness and obligations owing by Debtor to Bank, regardless of whether any such indebtedness or obligation is: (a) not listed above; (b) not presently intended or contemplated by Debtor or Bank; (c) indirect, contingent or secondary; (d) unrelated to the Collateral or to any financing of the Collateral by Bank; (e) of a kind or class that is different from any indebtedness or obligation now owing by Debtor to Bank; or (f) evidenced by a note or other document that does not refer to this security interest or this Agreement.

If Debtor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether any one or more persons who are not parties to this Agreement are also liable for all or part of such indebtedness and obligations.

### ADDITIONAL PROVISIONS

1. **Warranties and Representations.** Debtor warrants and represents to Bank as follows:

(a) If Debtor is a corporation, partnership, association, trust or other entity, it is duly organized and validly existing in good standing under the laws of the state indicated below Debtor's name on the other side of this Agreement; Debtor has full power and authority to enter into and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Debtor's board of directors, partners, trustees or other governing body and will not violate Debtor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument. Debtor hereby represents and warrants to Bank that its exact legal name is EASOM AUTOMATION SYSTEMS, INC., and that its Taxpayer I.D. No. is 02-0659296.

(b) This Agreement is the valid and binding obligation of Debtor, enforceable in accordance with its terms.

(c) Debtor is the owner of the Collateral, and none of the Collateral is subject to any lien, security interest, encumbrance or claim in favor of any third party, and no financing statement is on file in any public office covering any of the Collateral.



(d) Any part of the Collateral consisting of accounts or chattel paper does and will evidence bona fide sales or leases to the parties named in Debtor's books, and no defense to any account or chattel paper does or will exist.

(e) Debtor's address set forth on the other side of this Agreement is the location of either: (i) Debtor's sole place of business; or (ii) if Debtor has more than one place of business, Debtor's chief executive office; or (iii) if Debtor has neither a place of business nor a chief executive office, Debtor's residence.

2. **Agreements of Debtor.** Debtor agrees that:

(a) Debtor will not cause or permit any lien, security interest or encumbrance to be placed on any Collateral, except in favor of Bank, and Debtor will not sell, assign or transfer any Collateral or permit any Collateral to be transferred by operation of law.

(b) Debtor will maintain all records concerning the Collateral at Debtor's address appearing on the other side of this Agreement.

(c) Debtor will furnish Bank with such information regarding the Collateral as Bank shall from time to time request (including, without limitation, the names and addresses of Debtor's account debtors and the amount owing by each) and will allow Bank at any reasonable time to inspect the Collateral and Debtor's records regarding the Collateral.

(d) Debtor will execute, file, record, or procure from third persons, such financing statements, subordination agreements and other documents, and take all such other action, as Bank may deem necessary to perfect, to continue perfection of, or to maintain first priority of, Bank's security interest in the Collateral, and Debtor will place upon the Collateral and/or documents evidencing the Collateral such notice of Bank's security interest as Bank may from time to time require.

(e) Bank may file a financing statement perfecting its security interest in the Collateral and record the same with the United States Patent and Trademark Office, which may include filing a photocopy of this Agreement as a financing statement evidencing Bank's security interest in the Collateral.

(f) Debtor will immediately notify Bank in writing: (i) of any change in Debtor's name, identity or corporate structure; (ii) if Debtor now has only one place of business, of any change in its location and of the location of each additional place of business established by Debtor; (iii) if Debtor now or hereafter has more than one place of business, of any change in the location of Debtor's chief executive office; and (iv) if Debtor has neither a place of business nor a chief executive office, of any change in the location of Debtor's residence.

(g) Bank may from time to time contact Debtor's account debtors for the purpose of verifying the existence, amount and collectibility of, and other information regarding, Debtor's accounts, chattel paper, instruments or general intangibles.

(h) Debtor will indemnify Bank with respect to all losses, damages, liabilities and expenses (including attorneys' fees) incurred by Bank by reason of any failure of Debtor to comply with any of Debtor's obligations under this Agreement or by reason of any warranty or representation made by Debtor to Bank in this Agreement being false in any material respect.

3. **Bank's Right to Perform.** If Debtor fails to perform any obligation of Debtor under this Agreement, Bank may, without giving notice to or obtaining the consent of Debtor, perform that obligation on behalf of Debtor. (This may include, for example, paying off liens on Collateral.) To the extent necessary, Debtor appoints Bank as Debtor's agent and attorney-in-fact with full power and authority to perform any such obligation. Debtor will reimburse Bank on demand for any expense that Bank incurs in performing any such obligation and will pay to Bank interest thereon, from the date the expense was incurred by Bank, at an annual rate equal to the lesser of: (a) five percent (5%) above the rate of interest announced from time to time by Bank as its "prime" interest rate; or (b) the highest rate to which Debtor could lawfully agree in writing. Bank is not required to perform an obligation that Debtor has failed to perform. If Bank does so, that will not be a waiver of Bank's right to declare the Indebtedness immediately due and payable by reason of Debtor's failure to perform.

4. **Events of Default and Acceleration.** Any part or all of the Indebtedness shall, at the option of Bank, become immediately due and payable without notice or demand upon the occurrence of any of the following events of default:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable.

(b) If default occurs in the performance of any obligation of Debtor to Bank under this Agreement or under any promissory note or other instrument at any time evidencing Indebtedness or under any other security agreement, loan agreement, mortgage, assignment, guaranty, or other agreement that now or hereafter secures or relates to any indebtedness or obligation now or hereafter owing by Debtor to Bank or that secures or relates to any guaranty of any such indebtedness or obligation ("Security Documents").

(c) If any warranty, representation or statement heretofore or hereafter made to Bank by Debtor or by any guarantor of all or part of the Indebtedness ("Guarantor") in this Agreement or in any Security Document, credit application, financial statement or otherwise, shall have been false in any material respect when made or furnished.

(d) If Debtor or any of Debtor's partners (if Debtor is a partnership) or any Guarantor shall die, dissolve, become insolvent or make an assignment for the benefit of creditors.

(e) If any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or limited for any reason, without the written consent or agreement of Bank.

(f) If at any time Bank believes that the prospect of payment or performance of any of the Indebtedness is impaired.

If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against Debtor or any Guarantor, or any of Debtor's or any Guarantor's partners (if Debtor or any Guarantor is a partnership) or if any attachment, garnishment, levy, execution or other legal process shall at any time be issued against or placed upon any Collateral, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any note at any time evidencing any of the Indebtedness or of any loan agreement, Security Document or other agreement heretofore or hereafter entered into between Debtor and Bank.

5. **Bank Rights and Remedies.** Bank shall have all rights and remedies of a secured party under applicable laws. Without limiting those rights and remedies:

(a) Upon the occurrence of an event of default, as defined in paragraph 4 above: (i) without notice or demand to Debtor, Bank shall be entitled to notify Debtor's account debtors and obligors to make all payments directly to Bank, and Bank shall have the right to take all actions that Bank considers necessary or desirable to collect upon the Collateral, including, without limitation, prosecuting actions against, or settling or compromising disputes and claims with, Debtor's account debtors and obligors; (ii) without notice or demand to Debtor, Bank may receive, open, dispose of, and notify the postal authorities to change the address of, mail directed to Debtor; and (iii) upon demand by Bank, Debtor shall forthwith deliver to Bank, at such place as Bank shall designate, all proceeds of the Collateral and all books, records, agreements, leases, documents and instruments evidencing or relating to the Collateral.

(b) If all or any part of the Indebtedness is not paid at maturity, Bank may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by Bank to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least five days before the sale or other disposition.

(c) The proceeds of any collection or disposition of Collateral shall be applied first to Bank's attorneys' fees and expenses, as provided in paragraph 6 hereof,

and then to the Indebtedness, in such manner as Bank shall determine, and Debtor shall be liable for any deficiency remaining.

All rights and remedies of Bank shall be cumulative and may be exercised from time to time.

6. **Expenses.** Debtor shall reimburse Bank on demand for all attorneys' fees, legal expenses and other expenses that Bank incurs in protecting and enforcing its rights under this Agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy or any other person. Bank may apply any proceeds of collection or disposition of Collateral to Bank's reasonable attorneys' fees, legal expenses and other expenses.

7. **Amendments and Waivers.** No provision of this Agreement may be modified or waived except by a written agreement signed by Bank. Bank will continue to have all of its rights under this Agreement even if it does not fully and promptly exercise them on all occasions.


8. **Notices.** Any notice to Debtor or to Bank shall be deemed to be given if and when mailed, with postage prepaid, to the respective address of Debtor or Bank appearing on the first page hereof, or if and when delivered personally.

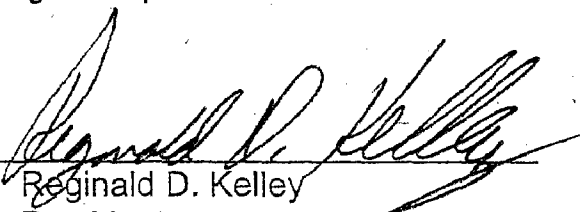
9. **Other.** In this Agreement, "maturity" of any of the Indebtedness means the time when that Indebtedness has become due and payable, for whatever reason (including, for example, acceleration due to default or bankruptcy). If Debtor is more than one person, their obligations under this Agreement are joint and several, and the term "Debtor" refers to each and all of them. This Agreement shall be binding upon and inure to the benefit of Debtor and Bank and their respective heirs, personal representatives, successors and assigns.

Dated: January 31, 2003

Bank:  
**FIFTH THIRD BANK (EASTERN MICHIGAN)**, a Michigan banking corporation

Debtor:  
**EASOM AUTOMATION SYSTEMS, INC.**, a Michigan corporation

By:   
William D. Schuster  
Its: Vice President

By:   
Reginald D. Kelley  
Its: President

Debtor Address:  
2761 Stair Street  
Detroit, MI 48209