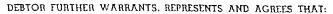
(1104: 0.35)	RE 06-23-1	998	SHEET	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
OMB No. 0651-000 pp. 4/96 — 12-98  Tab settings ⇒ ⇒ ⇒ ▼			Y 	▼ ▼	
To the Honorable Commissioner	of P 1007458	311	ttached origina	documents or copy thereof.	
1. Name of conveying party(ies):	· '	2. Name an	d address of re	ceiving party(ies)	
DEVAC, INC.		Name: TEMROC METALS, INC.			
		Internal A	ddress:		
☐ Individual(s) ☐			Willow Drive		
☐ General Partnership ☐ ☐	1		State:		
<ul><li>☑ Corporation-State</li><li>☐ Other</li></ul>					
Additional name(s) of conveying party(ies) at	☐ Individ☐ Associ	ual(s) citizensh ation	iP		
3. Nature of conveyance:	<ul> <li>☐ General Partnership</li> <li>☐ Limited Partnership</li> <li>☒ Corporation-State Minnesota</li> </ul>				
☐ Assignment					
Security Agreement	☐ Change of Name			ed States, a domestic represetative designation	
Other	is attached:		☐ Yes ☐ No		
Execution Date: <u>July 31, 199</u>	-	st be a separate doct s) & address(es) attac	ument from assignment) ched? ☐ Yes M No		
4. Application number(s) or patent n	umber(s):				
A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
		582,	,827		
	Additional numbers at	tached? 🗆 Yes 🗴	No		
Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved:			
Name: Brian F. Schroe	eder				
Internal Address: SCHROEDER	7. Total fee (37 CFR 3.41)\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\				
2340 IDS 5					
		│ □ Autho	orized to be cha	rged to deposit account	
				. 3	
Street Address: 80 South 8	8th Street	8 Denosit a	account numbe	·	
	A STATE OF THE STA	o. Bopoon c		•	
City: Minneapolis State:	MN ZIP: 55402	(Attach dur	plicate copy of this	page if paying by deposit account)	
DO NOT USE THIS SPACE					
<ol> <li>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.     </li> </ol>					
Brian F. Schroeder		I the ex	-	- Company	
Name of Person Signing		Signature	ments and soons	Date	

## SECURITY AGREEMENT

DaVac, Inc.		
4.2.0	(Nome of Dabi	
whose address is 436	S Willow Drive, Hamel, MN	55340
		a of Minnesota, (horsinafter cailed "Debtar" whether ose or more) does
hereby grant unto	Temroc Metals, Inc.	Incilor called "Collateral"); ICheck and complete where applicable)
🗀 (а) улкаумически	ትትር የመመናናውን አትር የትስያዊ አትር የውስ የተመረሰር ከተቋቷ አር የመመር የመስፈርስ አር የመስፈርስ አስር የመስፈርስ የተቋቋ አር የመመር ነ	растиры выподного и под пред пред пред пред пред пред пред пре
ээх живээлэхэх (d) [] хийдах юнхэээ	аран жаагуласы жоюбык көңөшкөн жаран комбол Таран жайын жоюбык көнөшкөн	heresty competency and policy and model with the property of t
	HARDER HON HONSHING HAND MACHINE REACH MACHINE IN MIN	омих
M (a) Calei. Se	ee Exhibit A attached.	
		-
× .		
	स्वांक्ष्मच स्रस विस्वानस	Trung 20 1000 / 11
\$142,268.72 exe	to Secured Party at the address stated above of a cuted by Debtor to Secured Prty	note or notes deled June 20, 1988 in the amount of with interest as provided therein and any and
all extensions	and renewals thereof together w	y with interest as provided therein and any and with accounts receivable due from Debtor to * 100000000000000000000000000000000000
together with all other lial	bilities of each Debtor to Secured Party Iprimurity	SCENE AND A CONTROL OF THE CONTROL O
Thereincher releved to as	"Obligations").	
1. Debtor is the owner	DEBTOR WARRANTS, REPRESE r of the Collateral, or will be the owner of the Colla	sterol to be acquired after the date hereal XWOUNTH Then yearship was
forceable, and there are no	pKINOSSICATA KINOST RECORT MENTICK and has a polisets, counterclaims, or delenses to any of them	puthority to execute this agreement. The accounts are genuine and en-
		.Not Applicable
	of the prior willen consent of Socured Penty tema	we ar penult the same to be removed from the location or locations sol
loth alvien. THIS AGREEMENT	IS SUBJECT TO THE TERMS PHINTED ON THE	HEVERSE SIDE HERICOT, WHICH ARE MADE A PART HERICOT.
poted July	1991	
Temroc Metals	Inc.	DeVac, Inc.
BY Jala	(Secured Party)	(Behor)
	is to be filed in fieu of Fianncing Sectionant.]	Its President TRADEMA <b>やだ</b>

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\*Secured Party together with into



- 1. Debtor will use the inventory in a lawful monner consistent with this agreement and with the terms and conditions of any policy of insurance thereon.
- 2. Debtor will keep the Collateral Insured at all times against loss by fire and/or other hazards concerning which, in the judgment of the Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to the Secured Party and in amounts sufficient to protect Secured Party against loss or damage to said Collateral and will pay the premiums therefor; that such policy or policies of insurance will be delivered to and held by the Secured Party, tagether with loss payable clauses in laws of the Secured Party; and Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts.
  - 0. Η Ακοδημοτική καταρομίας βουνταμικούν εκτολίστα με έκουχ ποτεκίκο που έκους μομής μου πορύμες επίμης.
- 4. Debtor will at any time or times hereafter execute such linancing statements and other instruments and perform such acts as the Secured Party may request to establish and maintain a valid security litterest in the Collateral, and will pay all costs of filing and recording.
- 5. Until Secured Porty shall notify Debtor of the revocation of such power and authority, Debtor will, at its own expense, endeavor to collect, as and when due, all of said accounts, including the taking of such action with respect to such collection or the repossession of the goods an Debtor may deem advisable or as Secured Porty may reasonably request. Debtor will ferthwith deliver all proceeds of such collections and all repossessed for returned goods to Secured Porty at its request; provided Debtor will, on domand, pay to Secured Porty the full unpaid contract price of repossessed goods or the invoice value of returned goods.
- 1. Debter will at all times keep accurate and complete recurds of the Collateral and permit Secured Party to inspect some and the Collateral at all reasonable times. Debter will, upon request of Secured Party, furnish to Secured Party such reports and statements as Secured Party may request with respect to the Collateral.
- 8. Secured Party may notify account debtors of Secured Party's security interest, and that payment of all sums due or to become due shall be paid directly to Secured Party, and upon request of Secured Party. Debtor will notify account debtors of such security interest. Secured Party shall have the power to demand, receive and suc for all manays or other proceeds due from said accounts, to endorse the name of Debtor on all commercial paper given in payment or part payment thereof, and to settle, adjust or compromise any claims or disputes as to said accounts.
- 9. Debtor will keep and maintain the Collateral in good condition and will not sell, lease or otherwise dispose of the Collateral other than in the ordinary course of its business at prices constituting the then fair market value thereof.
- 10. Debtor shall be in default under this agreement upon the happening of any of the following events: (a) nonpayment, when due, of any amount payable on any of the Obligations or failure to observe or perform any term hereof. (b) if any covenant, warranty or representation shall prove to be untrue in any material respect: (c) any Debtor becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Debtor tilleging that such Debtor is insolvent or unable to pay debts as they mature; (d) entry of any Judgment against any Debtor; (e) death of any Debtor which is a natural person, or of any partner of any Debtor which is a partnership; (f) dissolution, merger or consolidation, or transfer of a substantial part of the property of any Debtor which is a corporation or a partnership; or (g) if Secured Party Jeens listell insecure for any reason.
- 1). In the event of a default: (a) Secured Party shall have the right, at its option and without demand or notice, to declare all or any part of the Obligations immediately due and payable: (b) Secured Party may exercise, in addition to the rights and remedies granted hereby, all of the rights and remedies of a Secured Party under the Uniform Constructed Code or any other applicable law; (c) Secured Party may effect all necessary insurance, pay the premiums thereon, and may pay any losses, liens and encumbrances on the Collinated, and any such payments made by Secured Party with interest at the highest legal rate allowed by law shall be a part of the Obligations; (d) Debtar agrees to make the Collinated available to the Secured Party; and (e) Debtar agrees to pay all costs and expenses of Secured Party, including reasonable attaneys less, in the collection of any of the Obligations or the enforcement of any of Secured Party; eights.
- 12. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if malled at least ten (10) days before such disposition, postage prepaid, addressed to the Debtor at the address shown berein.
- 13. Waiver of any default hereunder by Secured Party shall not be waiver of any other default or of a same default on a later occasion. Ho delay or fallure by Secured Party to exactive any right or remedy shall be a waiver of such right or remedy and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exactive thereof or the exercise of any other right or remedy at any other time.
- 14. This agreement and all rights and abilipations hereunder, including matters of construction, validity and performance, shall be governed by the laws of Minnesota. If any part of this contract shall be adjudged Invalid, the remainder shall not thereby be invalidated
- 15. If note than one party shall sign this Securby Agreement, the term "Debtor" shall mean all such parties and each of them and all such parties shall be jointly and severally obligated hereunder. All rights of Secured Party shall inure to the benefit of the Secured Party's successors and assigns, and all obligations of Debtor shall bind Debtor's heits, executors, administrators, successors and assigns.
  - 16. Additional provisions of this agreement (if none, inner "none"):

The Collateral is subject to security interests of Norwest Bank Midland, Copy Duplicating Products, Inc., National Machine Tool Leasing, F. W. Hetman, Commerce Leasing Corporation for which financing statements have been filed. F. W. Hetman has subordinated his security interest to the security interest of Temroc Metals, Inc. as contained herein.

Temroc Metals, Inc. agrees when requested by DeVac, Inc. and if the security interest of Norwest Bank Midland has terminated to release such part of the Collateral as is necessary for DeVac, Inc. to obtain a bank loan of \$750,000.00 hy granting the bank lender a first security interest in the released Collateral. Paragraphs 5 and 3 above are effective only if Debtor is in default.

TRADEMARK REEL: 1743 FRAME: 0592



This Financing Statement covers the following types of items of property:

INVENTORY: All inventory of Debtor, whether now owned or hereafter acquired and wherever located.

RECEIVABLES: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds.

EQUIPMENT: All equipment of Debtor, whether now owned or hereafter acquired, including not not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list meed by furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment).

GENERAL INTANGIBLES: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, tradenames, customers lists, permits and franchises, and the right to use Debtor's name.

Proceeds and Products of the Collateral are also covered.

DEBTGR.
DeVac

By (

Its President

RIL16/1dt:EXHIBIT.A

RECORDED: 06/12/1998

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