

MRO 6-12-98



Y

Tab settings

To the Honorable Commissioner of P

100745811

Attached original documents or copy thereof.

1. Name of conveying party(ies):

DEVAC, INC.

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

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

2. Name and address of receiving party(ies)

Name: TEMROC METALS, INC.

Internal Address:

Street Address: 4375 Willow Drive

City: Hamel State: MN ZIP: 55340

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- 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

3. Nature of conveyance:

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

Execution Date: July 31, 1991

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

582,827

Additional numbers attached? Yes No

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

Name: Brian F. Schroeder

Internal Address: SCHROEDER & SIGFRIED, P.A.
2340 IDS Tower

Street Address: 80 South 8th Street

City: Minneapolis State: MN ZIP: 55402

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.

Brian F. Schroeder

Name of Person Signing

Brian F. Schroeder

Signature

July 31, 1991

Date

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

1

SECURITY AGREEMENT

DeVac, Inc.

(Name of Debtor)

whose address is 4365 Willow Drive, Hamel, MN 55340

in the County of Hennepin State of Minnesota, (hereinafter called "Debtor" whether one or more) does

hereby grant unto Temroc Metals, Inc. (hereinafter called "Secured Party"), a security interest in the following described property (hereinafter called "Collateral"): (Check and complete where applicable)

- (a) ~~ALL RIGHTS AND INTERESTS IN ANY AND ALL REAL ESTATE, INCLUDING BUT NOT LIMITED TO ANY AND ALL LEASES, CONTRACTS, RIGHTS AND INTERESTS IN ANY AND ALL PATENTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS, AND ANY AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL RIGHTS IN ANY AND ALL TRADE NAMES, TRADE DRESS, AND ANY AND ALL OTHER IDENTIFIERS OF THE DEBTOR'S PRODUCTS OR SERVICES.~~
- (b) ~~ALL RIGHTS AND INTERESTS IN ANY AND ALL REAL ESTATE, INCLUDING BUT NOT LIMITED TO ANY AND ALL LEASES, CONTRACTS, RIGHTS AND INTERESTS IN ANY AND ALL PATENTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS, AND ANY AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL RIGHTS IN ANY AND ALL TRADE NAMES, TRADE DRESS, AND ANY AND ALL OTHER IDENTIFIERS OF THE DEBTOR'S PRODUCTS OR SERVICES.~~
- (c) ~~ALL RIGHTS AND INTERESTS IN ANY AND ALL REAL ESTATE, INCLUDING BUT NOT LIMITED TO ANY AND ALL LEASES, CONTRACTS, RIGHTS AND INTERESTS IN ANY AND ALL PATENTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS, AND ANY AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL RIGHTS IN ANY AND ALL TRADE NAMES, TRADE DRESS, AND ANY AND ALL OTHER IDENTIFIERS OF THE DEBTOR'S PRODUCTS OR SERVICES.~~
- (d) Other: See Exhibit A attached.

(e) ~~ALL RIGHTS AND INTERESTS IN ANY AND ALL REAL ESTATE, INCLUDING BUT NOT LIMITED TO ANY AND ALL LEASES, CONTRACTS, RIGHTS AND INTERESTS IN ANY AND ALL PATENTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS, AND ANY AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL RIGHTS IN ANY AND ALL TRADE NAMES, TRADE DRESS, AND ANY AND ALL OTHER IDENTIFIERS OF THE DEBTOR'S PRODUCTS OR SERVICES.~~

to secure prompt payment to Secured Party at the address stated above of a note or notes dated June 20, 1988 in the amount of \$142,268.72 executed by Debtor to Secured Party with interest as provided therein and any and all extensions and renewals thereof together with accounts receivable due from Debtor to *
~~together with all other liabilities of each Debtor to Secured Party (primarily, secondarily, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired and the performance by Debtor of all of the terms and conditions of this Security Agreement (hereinafter referred to as "Obligations").~~

DEBTOR WARRANTS, REPRESENTS AND AGREES THAT:

1. Debtor is the owner of the Collateral, or will be the owner of the Collateral to be acquired after the date hereof, and has authority to execute this agreement. The accounts are genuine and enforceable, and there are no offsets, counterclaims, or defenses to any of them.
2. Debtor's inventory, books, records, contract rights and other property above specified relating to the Collateral are or will be kept at the above address unless a different address is shown in the following space: Not Applicable

and Debtor will not without the prior written consent of Secured Party remove or permit the same to be removed from the location or locations set forth above.

THIS AGREEMENT IS SUBJECT TO THE TERMS PRINTED ON THE REVERSE SIDE HEREOF, WHICH ARE MADE A PART HEREOF.

Dated July , 1991

Temroc Metals, Inc.
(Secured Party)

BY: *[Signature]*
President

BY: (To be signed if agreement is to be filed in lieu of Financing Statement)

DeVac, Inc.

BY: *[Signature]*
(Debtor)

Its President
TRADEMARK

Exhibit A

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

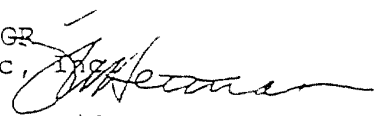
INVENTORY: All inventory of Debtor, whether now owned or hereafter acquired and wherever located.

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 need be 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.

DEBTOR
DeVac, Inc.
By 
Its President

RIL16/ldt:EXHIBIT.A