

06-10-1998



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To the Honorable Commissioner of

100734389

original documents or copy thereof.

1. Name of conveying party(ies):
NATIONAL CANADA FINANCE CORP.,
a National Bank of Canada Subsidiary

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State New York
☐ 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: As of October 10, 1997

2. Name and address of receiving party(ies)

Name: NATIONAL BANK OF CANADA

Internal Address:

Street Address: 5100 Town Center Circle

Boca Raton, FL 33486

City: Boca Raton State: FL ZIP: 33486

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Canadian Chartered Bank

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

927,467 (1/18/72), 978,757 (2/12/74),
1,193,863 (4/20/82), 912,999 (6/8/71),
1,797,519 (10/12/93), 885,982 (2/10/70)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dean A. Brooks

Internal Address:

Street Address: c/o Mombach Boyle

500 E. Broward Blvd., Suite 1950

City: Boca Raton State: FL ZIP: 33486

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

☒ 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.

Dean A. Brooks

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document: 4

Date 5/10/98

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

06/10/1998 JSHBAZZ 00000053 927467

01 FC:481
02 FC:482

40.00 OP
125.00 OP

EXHIBIT "A"

**Zapata Industries, Inc.
Schedule of Trademarks**

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Registered</u>
FROM Z TO A THE BEST OF EVERYTHING IN CROWNS	927,467	1/18/72
FROM Z TO A THE BEST OF EVERYTHING IN CLOSURES	978,757	2/12/74
FROM Z TO A THE BEST OF EVERYTHING IN CROWNS AND CLOSURES	1,193,863	4/20/82
PURESEAL	1,797,519	10/12/93
ZA-MATIC	912,999	6/8/71
ZAPATA	885,982	2/10/70

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT is made and entered into as of the 10th day of October, 1997, by NATIONAL CANADA FINANCE CORP., a National Bank of Canada Subsidiary ("NCFC"), and NATIONAL BANK OF CANADA, a Canadian Chartered Bank ("NBC").

W I T N E S S E T H:

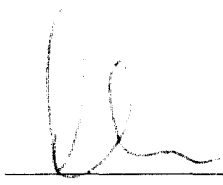
WHEREAS, ZAPATA INDUSTRIES, INC., a Pennsylvania corporation (the "Debtor"), previously executed that certain Trademark Security Agreement dated as of May 24, 1995, in favor of NCFC (the "Trademark Security Agreement"), which was filed with the U.S. Patent & Trademark Office on June 14, 1995, and which granted NCFC a security interest in and to those certain Trademarks more particularly described on Exhibit "A" attached hereto, as security for all obligations owing by Debtor to NCFC;

WHEREAS, contemporaneously herewith, NCFC and NBC have entered into a Loan Purchase and Assignment Agreement pursuant to which NCFC has assigned to NBC all loans by NCFC to Debtor and to ZAPATA INNOVATIVE PLASTICS, INC., a Delaware corporation (collectively the "Borrowers"), as well as all loan documents executed by Borrowers and any other party evidencing and/or securing such loans; and

WHEREAS, NCFC and NBC wish to execute this Assignment to evidence the assignment by NCFC to NBC of the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NCFC hereby sells, transfers, and assigns to NBC, all of NCFC's right, title, and interest in and to the Trademark Security Agreement.

IN WITNESS WHEREOF, NCFC has executed this Assignment as of the 10th day of October, 1997.

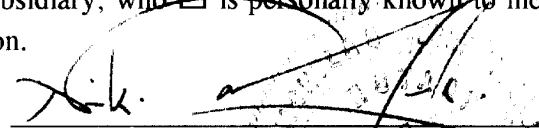


NATIONAL CANADA FINANCE CORP.,
a National Bank of Canada Subsidiary

By: 
FRANK H. D'ALTO, Vice President

COMMONWEALTH OF THE BAHAMAS
NEW PROVIDENCE

The foregoing instrument was acknowledged before me this 10th day of October, 1997, by FRANK H. D'ALTO, as Vice President of and on behalf of NATIONAL CANADA FINANCE CORP, a National Bank of Canada Subsidiary, who ☐ is personally known to me or ☒ produced his driver's license as identification.


NOTARY PUBLIC-COMMONWEALTH OF
THE BAHAMAS

Print/Type/Stamp Name: NICHOLAS F. MOSKO

Commission Expiration Date: 8/1/2000

Notary Seal:

D:\ZAPATA.NBC\MOD10-97\ASGNTRD2.IND
October 9, 1997