FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RE(08-20-1998 SHEET Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Offic

meo 8.17.98

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To the Honorable Commissioner of P. 100800728 ttached original documents or copy thereof.

1. Name of conveying party(ies):

C'Treat Offshore, 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: Bank of America National Trust and Savings Association, as Agent

Internal Address:

Street Address: 231 S. LaSalle

City: Chicago State: IL ZIP: 60697

- ☐ 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

3. Nature of conveyance:

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

Execution Date: June 5, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,445,031

Additional numbers attached? ☐ Yes ☒ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

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:

N/A

(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.

Laura Konrath — Name of Person Signing

Signature

8/6/98 — Date

Total number of pages including cover sheet, attachments, and document: 1

08/20/98 JWATKINS 00000069 1445031 FC:481 40.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

* file as Security Agreement

C'TREAT OFFSHORE, INC.

TRADEMARK ASSIGNMENT

This Trademark Assignment (as the same may be restated, amended or modified from time to time, this "Assignment") is dated as of June 5, 1998 by and between C'TREAT OFFSHORE, INC., a Texas corporation (the "Assignor"), and BANK of AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as collateral agent (the "Collateral Agent") for the Secured Creditors (as hereinafter defined). Unless otherwise defined in Section 1, terms defined in the Credit Agreement (as defined below) are used herein as therein defined.

RECITALS:

A. Pursuant to the Amended and Restated Credit Agreement, dated as of May 19, 1998, among Waterlink, Inc. ("Waterlink") the financial institutions from time to time party thereto (the "Banks") and Bank of America National Trust and Savings Association, as agent (the "Agent")(as from time to time restated, amended or modified, the "Credit Agreement"), the Banks have agreed to extend certain credit to Waterlink;

B. Waterlink may from time to time be party to one or more Swap Contracts relating to the Loans (each such Swap Contract with a Swap Creditor (as defined below), a "Secured Swap Contract") with Bank of America National Trust and Savings Association ("BofA"), in its individual capacity, any Bank or syndicate of financial institutions organized by BofA, or an affiliate of BofA, or any Bank (even if BofA or any such Bank ceases to be a Bank under the Credit Agreement for any reason) and any institution that participates in, and in each case their subsequent assigns, such Secured Swap Contract (collectively, the "Swap Creditors");

C. Pursuant to the Guaranty, dated as of June 27, 1997 (as from time to time amended or modified, the "Guaranty") and the Guarantor Addition Agreement, dated as of June 5, 1998 (the "Guarantor Addition Agreement") among Waterlink, certain subsidiaries of Waterlink, including the Assignor, and the Collateral Agent, each Assignor has jointly and severally guaranteed to the Secured Creditors (as defined below) the payment when due of all obligations and liabilities of Waterlink under or with respect to the Secured Debt Agreements; and

D. As a condition to entering into a Secured Debt Agreement and extending credit under such Secured Debt Agreement, the Secured Creditors have required that the Assignor grant to the Collateral Agent, for the ratable benefit of itself and the Secured Creditors, a security interest in the Collateral (as defined below) on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1.1. General Terms. The following shall have (unless otherwise provided elsewhere in this Assignment) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Agent" has the meaning ascribed to it in the Recitals.

"Assignment" has the meaning ascribed to it in the Preamble.

"Assignor" has the meaning ascribed to it in the Preamble.

"Banks" has the meaning ascribed to it in the Recitals.

"BofA" has the meaning ascribed to it in the Recitals.

"Collateral" has the meaning ascribed to it in Section 2.

"Collateral Agent" has the meaning ascribed to it in the Preamble.

"Credit Agreement" has the meaning ascribed to it in the Recitals.

"Event of Default" means any Event of Default under, and as defined in, the Credit Agreement, or any payment default, after any applicable grace period, under any other Secured Debt Agreement.

"Guarantor Addition Agreement" has the meaning ascribed to it in the Recitals.

"Guaranty" has the meaning ascribed to it in the Recitals.

"Licenses" has the meaning ascribed to it in Section 2.

"Related Documents" means, collectively, all documents and things in the Assignor's possession related to the production and sale by the Assignor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Assignment, unless another document is specifically referenced.

"Secured Creditors" means, collectively, the Collateral Agent, the Agent, each Bank and each Swap Creditor.

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"Secured Debt Agreements" means, collectively, the Credit Agreement and the other Loan Documents and each Secured Swap Contract.

"Secured Obligations" means , collectively, all "Obligations" as defined in the Credit Agreement and the payment when due of all obligations of the Assignor to Swap Creditors pursuant to any Secured Swap Contract and the due performance and compliance with all the terms of the Secured Swap Contracts by the Assignor.

"Secured Swap Contract" has the meaning ascribed to it in the Recitals.

"Security Agreement" means the Security Agreement, dated as of June 27, 1997, among certain Subsidiaries of Waterlink and the Collateral Agent, as the same may be restated, amended or modified from time to time.

"Swap Creditor" has the meaning ascribed to it in the Recitals.

"Trademarks" has the meaning ascribed to it in Section 2.

2. GRANT OF SECURITY INTEREST.

The Assignor hereby grants to the Collateral Agent, for the benefit of itself and the Secured Creditors, a security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure the complete and timely payment, performance and satisfaction of the Secured Obligations:

(a) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit A hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements and dilutions thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Assignor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Exhibit B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Assignor and now or

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hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses");

(c) the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks;

(d) the Related Documents; and

(e) all proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES.

The Assignor represents and warrants to the Collateral Agent and the Secured Creditors that:

3.1. Principal Location. As of the date hereof, the Assignor's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit C hereto.

3.2. No Other Names. The Assignor has not conducted business under any name except the names in which it has executed this Assignment or as otherwise disclosed pursuant to the Loan Documents.

3.3. Registrations. The Assignor has duly and properly applied for registration of the Trademarks listed in Exhibit A hereto as indicated thereon in the United States Patent and Trademark Office.

3.4. Complete Listing. The Trademarks and Licenses set forth on the Schedules hereto constitute, as of the date hereof, all Trademarks and Licenses of the Assignor and Assignor.

4. COVENANTS.

From the date of this Assignment, and thereafter until this Assignment is terminated:

4.1. Preservation of Value. The Assignor agrees to protect and preserve the value and integrity of all material Trademarks and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks or Licenses consistent with the quality of such products and services of such marks as of the date of this Assignment, in each case to the extent necessary for the operation of its business.

4.2. Collateral Royalties; Term. The Assignor hereby agrees that any use by the Collateral Agent, on behalf itself and the Secured Creditors, during the continuance of an Event of Default of any Trademarks and Licenses as described above shall be worldwide, to the extent possessed by the Assignor, and without any liability for royalties or other related charges from the Collateral Agent

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or any Secured Creditor to the Assignor. The term of the assignments and grants of security interests granted herein shall extend until the expiration of each of the respective Trademarks and Licenses assigned or pledged hereunder, or until the Secured Obligations have been indefeasibly paid in full, no commitment by the Collateral Agent or any Secured Creditor exists that could give rise to any Secured Obligations and the Secured Debt Agreements and this Assignment have been terminated.

4.3. Duties of Assignor. The Assignor shall have the duty (a) to prosecute diligently any application to register the Trademarks pending as of the date hereof or thereafter until all Secured Obligations have been indefeasibly paid in full, (b) to make application on material Trademarks, as appropriate or as requested by the Collateral Agent, and (c) to preserve and maintain all rights in all applications to register material Trademarks. Any expenses incurred in connection with such applications shall be borne by the Assignor. The Assignor shall not abandon any right to file an application to register material Trademarks without the prior written consent of the Collateral Agent.

4.4. Delivery of Certificates. The Assignor shall deliver to the Collateral Agent copies of all existing and future official Certificates of Registration for the Trademarks.

4.5. Notice of Proceedings. The Assignor shall promptly notify the Collateral Agent of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Assignor's right, title and interest in any material Trademark or the Assignor's right to register any material Trademark.

5. WAIVERS, AMENDMENTS AND REMEDIES.

5.1. Remedies. In the event that an Event of Default has occurred and is continuing, the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Assignor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may, and upon the direction of the Secured Creditors shall, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere upon such terms and conditions as the Agent may deem advisable and at such prices as the Collateral Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Collateral Agent or any Secured Creditor upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Assignor, which right or equity is hereby expressly waived and released.

5.2. Waivers and Amendments. No delay or omission of the Collateral Agent or any Secured Creditor to exercise any right or remedy granted under this Assignment shall impair such right or remedy or be construed to be a waiver of any Default or Event of Default or an acquiescence

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therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Assignment whatsoever shall be valid unless in writing signed by the Collateral Agent and consented to by the Secured Creditors, and then only to the extent specifically set forth in such writing.

6. PROCEEDS.

6.1. Special Collateral Account. After an Event of Default has occurred and is continuing, all cash proceeds of the Collateral received by the Collateral Agent shall be deposited in a special deposit account with the Collateral Agent and held there as security for the Secured Obligations. The Collateral Agent shall invest any and all available funds deposited in such special deposit account, within 10 business days after the date the relevant funds become available, in securities issued as fully guaranteed or insured by the United States Government or any agency thereof backed by the full faith and credit of the United States having maturities of 3 months from the date of acquisition thereof (collectively, "Government Obligations"). The Assignor hereby acknowledges and agrees that the Collateral Agent shall not have any liability with respect to, and the Assignor hereby indemnifies the Collateral Agent against, any loss resulting from the acquisition of the Government Obligation and the Collateral Agent shall not have any obligation to monitor the trading activity of any such Governmental Obligations on and after the acquisition thereof for the purpose of obtaining the highest possible return with respect thereto, the Collateral Agent's responsibility being limited to acquiring such Governmental Obligations.

6.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Collateral Agent to payment of the Secured Obligations in accordance with Section 9 of the Security Agreement.

7. GENERAL PROVISIONS.

7.1. Notice of Disposition of Collateral. The Assignor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if made to the Assignor, addressed as set forth in Section 9 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

7.2. Collateral Agent Performance of Assignor Obligations. Without having any obligation to do so, upon either (a) notice to the Assignor or (b) the occurrence of an Event of Default, the Collateral Agent may perform or pay any obligation which the Assignor has agreed to perform or pay in this Assignment and the Assignor shall reimburse the Collateral Agent for any amounts paid by the Collateral Agent pursuant to this Section 7.2. The Assignor's obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

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7.3. Authorization for Collateral Agent to Take Certain Action. The Assignor irrevocably authorizes the Collateral Agent at any time and from time to time, in the sole discretion of the Collateral Agent, upon either (a) notice to the Assignor or (b) the occurrence of a Default or an Event of Default: (i) to execute on behalf of the Assignor as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or otherwise which are necessary or desirable in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's and Secured Creditors' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Assignment or any financing statement with respect to the Collateral as a financing statement in such offices as the Collateral Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Collateral Agent's and the Secured Creditors' security interest in the Collateral. At any time and from time to time after the Secured Obligations have been declared or become due and payable in accordance with the Secured Debt Agreements, the Assignor authorizes the Collateral Agent to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided in Section 6 hereof.

7.4. Specific Performance of Certain Covenants. The Assignor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.4 and 7.5 hereof will cause irreparable injury to the Collateral Agent and the Secured Lenders and that the Collateral Agent and the Secured Creditors have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Collateral Agent or the Secured Creditors to seek and obtain specific performance of other obligations of the Assignor contained in this Assignment, that the covenants of the Assignor contained in the Sections referred to in this Section 7.4 shall be specifically enforceable against the Assignor.

7.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement, the Assignor is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Assignor and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Collateral Agent or the Secured Creditors unless such authorization is in writing signed by the Collateral Agent with the consent of the Secured Creditors, as required by the Secured Debt Agreements.

7.6. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Assignment are used in this Assignment as defined in the Illinois Uniform Commercial Code as in effect on the date hereof.

7.7. Benefit of Agreement. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the Assignor, the Collateral Agent and the Secured Creditors and their respective successors and assigns, except that the Assignor shall not have the right to assign its rights or obligations under this Assignment or any interest herein, without the prior written consent of the Collateral Agent and the Secured Creditors.

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7.8. Survival of Representations. All representations and warranties of the Assignor contained in this Assignment shall survive the execution and delivery of this Assignment.

7.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Collateral Agent or any Secured Creditor, with respect to its gross or net income or profits arising out of this Assignment) payable or ruled payable by any Federal or State authority in respect of this Assignment shall be paid by the Assignor, together with interest and penalties, if any. The Assignor shall reimburse (a) the Collateral Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Assignment and in the administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Collateral Agent and each Secured Creditor for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent or such Secured Creditor) paid or incurred by the Collateral Agent or such Secured Creditor in connection with the collection and enforcement of this Assignment.

7.10. Headings. The title of and section headings in this Assignment are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Assignment.

7.11. Termination. This Assignment shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations or commitments therefor outstanding) until the payment in full of the Secured Obligations and the termination of the Secured Debt Agreements in accordance with its terms thereunder, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Assignor. Upon such termination, the Collateral Agent shall promptly return to the Assignor, at the Assignor's expense, such of the Collateral held by the Collateral Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Collateral Agent will promptly execute and deliver to the Assignor such other documents as the Assignor shall reasonably request to evidence such termination.

7.12. Entire Agreement. This Assignment and the Secured Debt Agreements embody the entire agreement and understanding between the Assignor and the Collateral Agent relating to the Collateral and supersede all prior agreements and understandings between the Assignor and the Collateral Agent relating to the Collateral.

7.13. Indemnity. The Assignor hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Collateral Agent and each Secured Creditor, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Collateral

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Agent or any Secured Creditor, or its successors, assigns, agents and employees, in any way relating to or arising out of this Assignment, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or wilful misconduct of the Collateral Agent or any such Secured Creditor).

7.14. Releases. Upon termination of this Assignment in accordance with the provisions of Section 7.11 hereof, the Collateral Agent and the Secured Creditors shall, at the Assignor's request and expense, execute such releases as the Assignor may reasonably request, in form and upon terms acceptable to the Collateral Agent and the Secured Creditors in all respects.

7.15. Waivers. Except to the extent expressly otherwise provided herein or in any Secured Debt Agreement, the Assignor waives, to the extent permitted by applicable law, (a) any right to require either the Collateral Agent or any Secured Creditor to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Collateral Agent or any Secured Creditor may have, and (b) with respect to the Secured Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

7.16. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Assignment by signing any such counterpart. This Assignment shall be effective when it has been executed by the Assignor and the Collateral Agent.

7.17. **CHOICE OF LAW. THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS, OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND TRADEMARKS.**

7.18. Marshalling. Neither the Collateral Agent nor any Secured Creditor shall be under any obligation to marshall any assets in favor of the Assignor or any other party or against or in payment of any or all of the Secured Obligations.

8. THE AGENT.

BofA has been appointed as Collateral Agent for the Secured Creditors hereunder, and the Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in Article X of the Credit Agreement. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

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9. NOTICES.

9.1. Sending Notices. Any notice required or permitted to be given under this Assignment shall be given (i) in the case of the Assignor, in accordance with the Guarantor Addition Agreement, (ii) in the case of the Agent, the Collateral Agent and each Bank, in accordance the Credit Agreement and (iii) in the case of a Swap Creditor, in accordance with the relevant Secured Swap Contract.

9.2. Change in Address for Notices. The Assignor, the Collateral Agent or any Secured Creditor may change the address for service of notice upon it by a notice in writing to the other.

* * *

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

C'TREAT OFFSHORE, INC.,
as Assignor

By _____
Name: Michael J. Vantusko
Title: Chief Financial Officer

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
as Collateral Agent

By _____
Name:
Title:

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STATE OF Ohio)
) SS:
COUNTY OF Stark)

The foregoing Trademark Assignment was executed and acknowledged before me this 5th day of June, 1998 by Michael Vanderbilt, personally known to me to be the CFO of C'TREAT OFFSHORE, INC., a Texas corporation, on behalf of such corporation.

Nicki Horaitis
NOTARY PUBLIC

My Commission Expires: NICKI HORAITIS
~~Notary Public, State of Ohio~~
My Commission Expires
January 30, 2001

(SEAL)

333697.1

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

C'TREAT OFFSHORE, INC.,
as Assignor

By _____
Name:
Title:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
as Collateral Agent

By _____
Name: JAY McKEOWN
Title: Assistant Vice President

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EXHIBIT A

U.S. TRADEMARKS
OF
C'TREAT OFFSHORE, INC.

Registratoin or Serial No.	Registered Mark	Date of Issuance	Expiration Date	Application date (if not issued)
1445031	C'treat and Design	June 30, 1987	June 30, 2007	

EXHIBIT B

TRADEMARK LICENSES
OF
C'TREAT OFFSHORE, INC.

NONE

EXHIBIT C

PRINCIPAL PLACE OF BUSINESS
OF
C'TREAT OFFSHORE, INC.

C'Treat Offshore, Inc.
309 Briar Rock Road
The Woodlands, Texas 77380

June 1, 1998 6:33pm -- -- TXH
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