

09-02-1998

EET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings

To the Honorable Commissioner of

100805015

original documents or copy thereof.

8-26-98 MRD

1. Name of conveying party(ies):

National Recovery Technologies, Inc. 566 Mainstream Drive Nashville, TN 37228

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

Additional name(s) of conveying party(ies) attached?

2. Name and address of receiving party(ies)

Name: Technology Financial Services, LLC

Internal Address: c/o Charles E. Roos

Street Address: 2507 Ridgewood Drive

City: Nashville State: TN ZIP: 37215

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other: Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?

3. Nature of conveyance:

- Assignment, Security Agreement, Merger, Change of Name, Other: Release of security interest

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached?

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

Name: Joseph P. Rusnak

Internal Address: Tuno, Entekin & White, PC

First American Center, 21st Floor

Street Address: 315 Deaderick St

City: Nashville State: TN ZIP: 37238

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$ 190.00

- 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.

Joseph P. Rusnak

Name of Person Signing

Signature

1 APRIL 1998

Date

Total number of pages including cover sheet, attachments, and document: 13

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

TRADE MARK

REEL: 1776 FILE: 0048

0000081 1725 40 00 00 150 00 12/27/1998 DCURTES

4. Trademark Registration Numbers

U.S. TRADEMARKS:

- U.S. Trademark Registration No. 1,725,060; ✓ PulSort™, October 20, 1992
- U.S. Trademark Registration No. 1,725,061; ✓ ElPac™, October 20, 1992
- U.S. Trademark Registration No. 1,820,444; ✓ BOS™, February 8, 1994.
- U.S. Trademark Registration No. 1,820,443; ✓ RMS™, February 8, 1994.
- U.S. Trademark Registration No. 1,765,559; ✓ VinylCycle™, April 20, 1993.
- U.S. Trademark 74/453,062; F&L Ref. 76521/135; ✓ OmniSort, 11/01/93. - issued September 6, 1994
- U.S. Trademark 74/453,056; F&L Ref. 76521/136; ✓ MultiSort, 09/13/94.

NOTICE OF RELEASE OF SECURITY INTEREST

NOTICE IS HEREBY GIVEN THAT effective January 1, 1997 Technology Financial Services, LLC, a Tennessee limited liability company fully remised, released and discharged its security interest in all of the patent and trademark properties and rights owned or acquired by National Recovery Technologies, Inc., a Delaware corporation, including all proceeds therefrom granted to Technology Financial Services, LLC pursuant to an "Indenture Agreement" dated as of March 10, 1995, and which was recorded with the United States Patent and Trademark Office on May 31, 1995, a copy of which is attached hereto as Exhibit A.

Dated: March 31, 1998.

Address of Debtor:

566 Mainstream Drive
Nashville, TN 37228

DEBTOR:

NATIONAL RECOVERY TECHNOLOGIES, INC.

By: Charles E. Roos 3/31/98
Its: President

Address of Secured Party:

2507 Ridgewood Drive
Nashville, TN 37215

SECURED PARTY:

TECHNOLOGY FINANCIAL SERVICES, LLC

By: Charles E. Roos 3/31/98
Charles E. Roos
Its: Chief Manager

INDENTURE AGREEMENT

This Indenture Agreement (the "Agreement") is made and entered into effective as of the 10th day of March, 1995 by and between NATIONAL RECOVERY TECHNOLOGIES, INC., a Delaware corporation whose principal place of business is located at 566 Mainstream Drive, Nashville, Tennessee 37228 (hereinafter called the "Company") and TECHNOLOGY FINANCIAL SERVICES, LLC, a Tennessee limited liability company (the "Trustee" or "Secured Party").

WHEREAS, the Company is in need of additional financing and is prepared to issue its Series B Debentures in the form of Exhibit A attached hereto in the principal amount of up to \$1,000,000 (the "Bonds"); and

WHEREAS, the Bonds are to be secured by all of the Company's assets; and

WHEREAS, the Trustee will be the pledgee of the assets on behalf of the individual bond holders and shall also have certain other and further rights with respect to the issue of the Bonds as more particularly described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Secured Indebtedness. As used herein, "Secured Indebtedness" shall mean and include the obligations of the Company under the Bonds and this Agreement including all modifications, extensions and renewals thereof.

2. Security Interest. To secure payment of the Secured Indebtedness, the Company hereby grants unto the Trustee a security interest in the collateral (as hereinafter defined). Said security interest shall include the proceeds of the collateral (including accounts, notes, or cash or other personal or real property received therefor). The Trustee as Secured Party shall have with respect thereto all of the rights herein provided or provided in any related documents executed by the Company to the Trustee in connection with the Company's obligations hereunder. The Company hereby agrees to execute any documents reasonably presented to it by the Trustee for the purpose of evidencing or perfecting the Secured Indebtedness or the security interest including a financing statement suitable for public filing and shall also execute any documents necessary to perfect the security interest in any intellectual property rights owned by the Company. The Company shall pay all filing and other costs in connection with this Agreement.

3. Collateral. The Collateral shall be all the assets of

the Company as more particularly described on Exhibit B attached hereto.

4. Company's Covenants. Company warrants and covenants with Secured Party as follows:

- A. The portion of the Collateral consisting of tangible property shall be located only at Company's principal place of business at 566 Mainstream Drive, Nashville, Tennessee 37228, and except as permitted herein Company shall not remove same to any other location except with the prior written consent of Secured Party. Company shall notify the Secured Party in writing, at least thirty (30) days prior thereto, of any change in either Company's principal office or place of business or any change in Company's name or the adoption by Company of a trade name, assumed name or fictitious name.
- B. Company shall not sell, transfer or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except the sale of those items customarily sold in the ordinary course of the business of Company.
- C. Company shall maintain general and comprehensive casualty insurance on the Collateral covering such risks as fire, theft and flood in an amount not less than the remaining balance of the Secured Indebtedness, plus accrued interest. The policy shall also insure against liability from personal injury and property damage in such amounts as Secured Party shall approve. The policy shall contain provisions protecting Secured Party's interest as it may appear in form satisfactory to Secured Party. Company hereby assigns to the Secured Party all rights to receive the proceeds of such insurance not exceeding the total unpaid amount of all liabilities and obligations of whatever kind of Company to Secured Party under the Secured Indebtedness, or under this Security Agreement and directs any insurer to pay all proceeds of such insurance to such extent directly to the Secured Party. Certificates or other substantiation of such insurance are to be furnished to Secured Party upon request.
- D. Company shall not permit any financing statements, security interest, attachment, levy, lien or encumbrance upon the Collateral or the proceeds thereof except pursuant to this Agreement.
- E. Company shall maintain the Collateral in good working order and condition throughout the term of this Agreement. Company shall comply with all laws and governmental regulations applicable to the Collateral and

Company's operation and use thereof and shall pay promptly all taxes, assessments or other obligations that, if unpaid, might become a lien or be assessed against the Collateral.

- F. Company shall permit Secured Party access to the Collateral at reasonable hours for the purpose of inspecting the Collateral.
- G. Company will pay the Secured Indebtedness when and as due, and will comply in all respects with the terms and conditions of this Security Agreement and any other instrument or document now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Secured Indebtedness.
- H. Company will pay reasonable attorneys fees, costs of collection and any other expenses incurred by Trustee in enforcing this Agreement or in exercising any rights hereunder.

5. Conditions to Funding of the Bonds and Restrictions on Use of Proceeds. The parties agree that the Trustee has received Commitment Agreements from investors committing to purchase up to \$1,000,000 in principal amount of the Bonds conditioned on the proceeds from the bonds being used only to fund payments required under the Company's Debt Restructuring Plan. In the sole discretion of the Trustee, if requested by the Company, the Trustee may fund some portion of the Bonds and allow the Trustee to use the proceeds for the operating expenses of the Company. However, in no event shall the Trustee shall have any obligation to fund proceeds of the Bonds to the Company after one (1) year from the date hereof. To the extent that the Trustee funds proceeds to or for the benefit of the Company, then the Bonds shall be considered funded and the Company shall be obligated under the Debentures for the amount so funded. The Company shall execute and deliver the Bonds in the form of Exhibit A to the Trustee for the Registered Owner of same. The Company shall have no obligations with respect to amounts not funded.

6. Stock Warrants. As additional consideration for the sale of the Bonds to be issued hereunder, the Company agrees that for each dollar of principal amount of Bonds sold hereunder, that the purchaser thereof shall receive two (2) warrants to purchase one (1) share of the Company's Series B Convertible Preferred Stock (\$1.00 preference amount) which Warrant shall have a term of five (5) years and shall give the holder the right to purchase one (1) share of the Company's Series B Convertible Preferred Stock for a purchase price of 50¢ per share. The terms and preferences of the Series B Preferred Stock are set forth in the Certificate of Designation, a copy of which is attached hereto as Exhibit C. The Company shall issue the Warrants to those persons funding the Bonds

within thirty (30) days after each such funding.

7. Partial Exchange of Existing Claims, Partial Payment for Bonds. The parties agree and acknowledge that certain entities related to or controlled by Dr. Charles E. Roos (the "Roos Entities"), who also controls the Trustee, are owed a total of approximately \$400,000 by the Company as of the date hereof (the "Roos Claims"). The parties further agree and acknowledge that the Roos Entities have committed to purchase all of the Bonds to be issued hereunder subject to the conditions to funding described above and subject to approval of such agreement by the Company's disinterested shareholders. As a further condition to the Roos Entities' commitment to purchase the Bonds as aforesaid, the Roos Entities shall have the right to make partial payment for the Bonds by transfer of a portion of Roos Claims to the Company with credit being given on a dollar for dollar basis. The Roos Entities may exchange such Roos Claims for the initial purchase of the Bonds up to the amount due the Roos Entities on the secured bridge loan of \$100,000 plus interest and for additional purchases for a fraction of the total purchase price equal to the total Roos Claims divided by \$1,000,000.

8. Information and Reports. During the entire term of this Agreement, Company shall provide to Secured Party copies of its monthly and annual financial statements and provide access to its books and records.

9. Events of Default. The occurrence of any one of the following events shall constitute a default by Company:

- A. Failure by Company in the observance or performance of any of Company's covenants, agreements or obligations contained hereunder, or failure to pay the Secured Indebtedness in accordance with its terms.
- B. If any information, warranty or certificate made or furnished at any time by Company to Secured Party in connection with Company's liability to Secured Party pursuant to the terms of the Secured Indebtedness which shall have been proven to be materially false.
- C. Company shall make an assignment for the benefit of its creditors or shall suspend business, or bankruptcy, reorganization, arrangement, receivership or liquidation proceedings are instituted or commenced by or against Company, under any federal or state law, and, if instituted against Company, the same are not vacated or dismissed within thirty (30) days.
- D. The dissolution or termination of existence of the Company or its merger or consolidation with or into another entity.

- E. Default by Company in performance of the terms and conditions contained in any other instrument executed by Company which secures the Secured Indebtedness.
- F. A change in the management or control of Company without Secured Party's written consent.

10. Remedies.

- A. Upon any default hereunder, or under the terms of the Secured Indebtedness, all the then outstanding balance owed by Company to Secured Party pursuant to the Secured Indebtedness, shall be immediately due and payable without presentment, demand, protest, or notice of any kind, all of which is hereby waived, and Secured Party shall have all rights of a secured party with respect to the Collateral under the Uniform Commercial Code pursuant to the laws of the state of Tennessee. Secured Party's delay in exercising or failure to exercise any such right shall not be construed as a waiver of such right to exercise the same or any other right at any time and from to time to time thereafter. Company shall pay all expenses and reimburse Secured Party for any expenditures, including reasonable attorney fees and expenses, in connection with Secured Party's exercise of its remedies hereunder.
- B. Secured Party may require the Company to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonable convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Secured Party will give Company reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, return receipt requested, to the address of Company shown below at least ten (10) days before the time of said sale or other disposition. All proceeds from the sale of the Collateral by the Secured Party shall be applied as follows:
 - (i) First, to the payment of all costs and expenses incurred by the Secured Party in administering and enforcing this Security Agreement including, without limitation, expenses of retaking, holding, preparing for sale, and selling the Collateral, all court costs and the reasonable fees of counsel in connection with any of the foregoing.

(ii) Then, to the repayment of all taxes, assessments, security interests or other charges having liens on the Collateral prior to the lien of this Security Agreement except taxes, assessments, security interests and other charges having prior liens, if any, subject to which any of the Collateral shall have been sold;

(iii) Then, to the payment of all fees and amounts due and unpaid under the Secured Indebtedness (including expenses advanced by Secured Party under this Security Agreement);

(iv) Then, the balance, if any, of such proceeds shall be paid over to the Company, their respective permitted successors or assigns or as a court of competent jurisdiction may direct.

- C. In addition thereto, the Secured Party may proceed to protect and enforce its rights, and collect all sums due and owing by suit or suits at law or in equity, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power granted, or for the enforcement of any other appropriate legal or equitable remedy as the Secured Party shall deem most effectual to protect and enforce any of its rights.
- D. The remedies of Secured Party set out hereinabove are cumulative and the exercise by the Secured Party of any one remedy shall not be deemed to be a waiver or release of Secured Party's rights to exercise any or all of the other remedies.
- E. Upon any sale of Collateral hereunder (whether by virtue of the power of sale herein granted, pursuant to judicial process or otherwise), the receipt of the Secured Party or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Secured Party or such officer or be answerable in any way for the misapplication or nonapplication thereof.

11. Miscellaneous.

11.01 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may be assigned by the Secured Party.

11.02 Governing Law. This Agreement shall be governed

by and construed in accordance with the laws of the state of Delaware.

11.03 Headings. The headings and captions of the paragraphs and sections of this Agreement are for convenience only and do not in any way modify or construe the intention of the parties or affect any of the provisions of this Agreement.

11.04 Further Assurance. Each of the parties agrees to take such additional actions, including executing additions documents, which may be necessary or appropriate to carry out the provisions and intentions of this Agreement.

11.05 Severability. If any provision of this Agreement is held to be invalid by a court for any reason, it shall not affect the validity or enforceability of any other provision herein, but all other provisions of this Agreement shall remain in full force and effect.

11.06 Waiver. No waiver of any party of any duty or obligation to perform by the other party or breach of this Agreement by the other party shall be deemed a waiver of any duty or obligation of such other party.

11.07 Entire Agreement, Amendment and Modification. This Agreement and all exhibits incorporated herein contain the entire agreement between the parties hereto, with all previous discussions, agreements, offers, acceptances, addendums and representations having been merged herein. This Agreement may not be altered, amended, waived or terminated in any respect or particular, unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

11.08 Protective Action. If Company fails to perform the covenants and agreements contained in this Agreement, or there is a legal proceeding that may materially and adversely affect the Secured Party's rights in the Collateral, then the Secured Party, without waiving any of its rights or remedies hereunder, may do and pay for whatever is necessary to protect the value of the Collateral and the Secured Party's rights in the Collateral, including but not limited to discharging any taxes, liens, charges or other encumbrances at any time levied or place on the Collateral, paying for insurance on the Collateral, or paying for the maintenance and preservation of the Collateral. Further, Secured Party may advance or pay whatever sums are necessary to cause Company to be in compliance with Company's covenants contained herein. Although the Secured Party may take

action under this paragraph 11.08, Secured Party is not obligated to do so. Any amounts disbursed by Secured Party under this paragraph 11.08 and any attorneys fees incurred by Secured Party in enforcement of this Agreement shall become additional sums secured by this Agreement. These amounts shall bear interest from the date of disbursement at the Secured Indebtedness rate and shall be payable by Company, with interest, upon written demand from Secured Party.

11.09 Removal of Trustee. The parties agree and acknowledge that the beneficial owners of a majority in principal amount of the outstanding Bonds shall have the right at anytime to remove the Trustee and appoint a successor. Any beneficial owner shall have the right to request that the Trustee call a meeting of beneficial owners for such purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate which shall be effective the day and year first above written.

Address of Company:

566 Mainstream Drive
Nashville, TN 37228

COMPANY:

NATIONAL RECOVERY TECHNOLOGIES, INC.

By: Mrs. S. Shell, TREASURER

Address of Secured Party:

2507 Ridgewood Drive
Nashville, TN 37215

SECURED PARTY:

TECHNOLOGY FINANCIAL SERVICES, LLC

By: Charles E. Roos
CHARLES E. ROOS, chief manager

Charles E. Roos
CHARLES E. ROOS ON BEHALF OF THE
ROOS ENTITIES

**NATIONAL RECOVERY TECHNOLOGIES, INC.
LISTING OF PATENTS AND TRADEMARKS**

PATENTS ISSUED:

U.S. Patents Issued:

NRT has sole ownership and rights for the following patents:

U.S. Patent 5,370,234 (Rotary Materials Separator): Rotary Materials Separator and Method for Separating Materials, E.J. Sommer Jr., J.A. Kearley, C.E. Roos; issued December 6, 1994, assigned to National Recovery Technologies, Inc.

U.S. Patent 5,339,962 (VinylCycle 2nd): Method and Apparatus for Sorting Materials Using Electromagnetic Sensing, E.J. Sommer Jr., Michael A. Kittel, James R. Peatman; issued August 23, 1994, assigned to National Recovery Technologies, Inc.

U.S. Patent 5,260,576 (VinylCycle 1st): Method and Apparatus for the Separation of Materials Using Penetrating Electromagnetic Radiation, E.J. Sommer Jr., J.R. Peatman; issued November 9, 1993, assigned to National Recovery Technologies, Inc.

U.S. Patent 4,977,837 (Ash Fixation): Process for Reducing Heavy Metals in Fly Ash from Solid Waste Incineration, C.E. Roos, R.A. Quarles; issued December 18, 1990, assigned to National Recovery Technologies, Inc.

The following patents are part of the Technology Sharing Agreement with MSS:

U.S. Patent 4,718,559 (ElPac): Process for Recovery of Non-Ferrous Metallic Concentrate from Solid Waste, G.R. Kenny, E.J. Sommer Jr., M.E. Shepard; issued January 12, 1988, assigned to Magnetic Separation Systems, Inc.

U.S. Patent 4,533,054 (RMS): Rotary Fuel Homogenizer and Use Thereof, E.J. Sommer Jr., G.R. Kenny, C.E. Roos; issued August 6, 1985, assigned to National Recovery Technologies, Inc. May 27, 1986.

U.S. Patent 4,533,053 (RMS): Rotary Drum Magnetic Separator, G.R. Kenny, E.J. Sommer Jr., C.E. Roos; issued August 6, 1985, assigned to National Recovery Technologies, Inc. May 27, 1986.

U.S. Patent 4,541,530 (ElPac): Recovery of Metallic Concentrate from Solid Waste, G.R. Kenny, E.J. Sommer Jr., M.E. Shepard; issued September 17, 1985, assigned to National Recovery Technologies, Inc. May 27, 1986.

U.S. Patent 4,069,145 (PulSort): Electromagnetic Eddy Current Materials Separator, E.J. Sommer Jr., G.R. Kenny; issued January 17, 1978, assigned to Vanderbilt University January 3, 1984.

U.S. Patent 4,031,004 (PulSort): Feed System for an Electromagnetic Eddy Current Materials Separator, E.J. Sommer Jr., G.R. Kenny, F.S. Knoll, D.W. Mitchell; issued June 21, 1977, assigned to Vanderbilt University January 3, 1984.

NRT LIST OF PATENTS AND TRADEMARKS, page 2

Foreign Patents Issued:

German Patent 3,513,696 (RMS), Rotary Fuel Homogenizer and Use Thereof, issued June 16, 1988, assigned to National Recovery Technologies, Inc.

German Patent 3,513,664 (ElPac), Recovery of Non-Ferrous Metallic Concentrate from Solid Waste, Issued March 17, 1988, assigned to National Recovery Technologies, Inc.

German Patent 3,513,654 (RMS), Rotary Drum Magnetic Separator, Issued November 9, 1989, assigned to National Recovery Technologies, Inc.

U.S. TRADEMARKS:

U.S. Trademark Registration No. 1,725,060; PulSort™, October 20, 1992

U.S. Trademark Registration No. 1,725,061; ElPac™, October 20, 1992

U.S. Trademark Registration No. 1,820,444; BOS™, February 8, 1994.

U.S. Trademark Registration No. 1,820,443; RMS™, February 8, 1994.

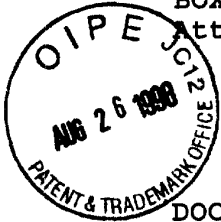
U.S. Trademark Registration No. 1,765,559; VinylCycle™, April 20, 1993.

U.S. Trademark 74/453,062; F&L Ref. 76521/135; OmniSort, 11/01/93. - issued September 6, 1994

U.S. Trademark 74/453,056; F&L Ref. 76521/136; MultiSort, 09/13/94.

August 26, 1998

U.S. Patent and Trademark Office
Assignment Division
Washington, D.C. 20231
BOX ASSIGNMENTS
Attn: Antione Royall, Examiner



LETTER REGARDING NOTICE OF NON-RECORDATION OF DOCUMENT

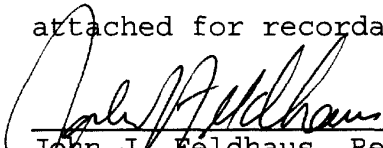
DOCUMENT ID NO.: 100720106

This letter is in response to the Notice of Non-Recordation of Document dated July 27, 1998. The reason given for the attached document being found non-recordable is:

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$190.

In a telephone conversation with Antione Royall of the Assignment Division of the Office of Public Records on August 17, 1998, it was stated that this reason was incorrect. The total fee required is \$190.00. This fee (\$190.00) was submitted with the original filing of the attached document as evidenced by the attached photocopy of our postcard receipt.

Pursuant to Mr. Royall's request, we are resubmitting the attached for recordation.



John J. Feldhaus, Reg. No. 28,822
of FOLEY & LARDNER
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5109
(202) 672-5300

8/26/98

Date

for TUNE, ENTREKIN & WHITE, PC
Joseph P. Rusnak
First American Center, 21st Floor
315 Deaderick Street
Nashville, TN 37238

76521/151

Receipt is hereby acknowledged of the following:

Release of security interest for:

Conveying Party: National Recovery Tech., Inc.

Receiving Party: Technology Financial Services

For Trademark Nos.: 1,725,060; 1,725,061;

1,820,444; 1,820,443; 1,765,559; 74/453,062

74/453,056

X Recordation Form Cover Sheet (Form PTO-1594)

w/1 sheet of Trademark Registration Numbers

Notice of Release of Security Interest and

Exhibit A & Exhibit B

X Check # 12189 in the amount of \$190.00

X File in Mail Room

Date Due N/A

Filed: May 20, 1998

Return to JJF/GL:sbd

Insp. By: [Signature]

JUL 31 1998



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 27, 1998

PTAS

TUNE, ENTREKIN & WHITE, PC
JOSEPH P. RUSNAK
FIRST AMERICAN CENTER, 21ST FLOOR
315 DEADERICK ST.
NASHVILLE, TN 37238



100720106

ACTION DUE: *Response due*

DOCKETED

RMDR-

L/I-

D/I-

AUG 25

UNITED STATES PATENT AND TRADEMARK OFFICE *08/26/98*
NOTICE OF NON-RECORDATION OF DOCUMENT *PN*

08/12/98

RETURN TO: INTL
LITTY FOR FOREIGN AGENTS

DOCUMENT ID NO.: 100720106

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

- 1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$190 .

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

76521/111
RESPONSE DUE - *08/26/98*

76521/106
RESPONSE DUE - *08/26/98*

76521/105
RESPONSE DUE - *08/26/98*

76521/107
RESPONSE DUE - *08/26/98*

76521/102
RESPONSE DUE - *08/26/98*

76521/100
RESPONSE DUE - *08/26/98*

RECORDED: 05/20/1998

TRADEMARK
REEL: 1776 FRAME: 0063