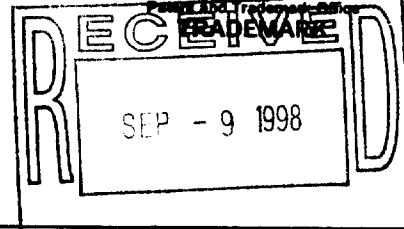


09-24-1998



100836826

U.S. Department of Commerce
Patent and Trademark Office



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)

Document ID #

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

Conveyance Type

☐ Assignment

☐ License

☒ Security Agreement

☐ Nunc Pro Tunc Assignment

☐ Merger

Effective Date
Month Day Year

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name TUBE TURNS TECHNOLOGIES, INC.

Execution Date
Month Day Year
08111998

Formerly

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

KENTUCKY

Receiving Party

☐ Mark if additional names of receiving parties attached

Name BANK ONE, KENTUCKY, NA

DBA/AKA/TA

Composed of

Address (line 1) 416 WEST JEFFERSON STREET

Address (line 2)

Address (line 3) LOUISVILLE

City

KENTUCKY

State/Country

40202

Zip Code

☐ Individual

☐ General Partnership

☐ Limited Partnership

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☐ Corporation ☒ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

United States - National Association

FOR OFFICE USE ONLY

09/22/1998 DMGUYEN 00000117 608745

01 FC:481

40.00 OP

02 FC:482

275.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1790 FRAME: 0535

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="608745"/>	<input type="text" value="816493"/>	<input type="text" value="1655991"/>
<input type="text" value="523795"/>	<input type="text" value="582702"/>	<input type="text" value="624911"/>
<input type="text" value="1787350"/>	<input type="text" value="947491"/>	<input type="text" value="1782020"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

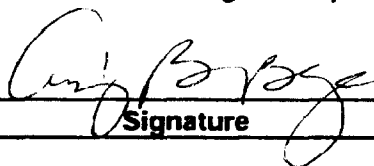
No ☐

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. Charges to deposit account are authorized, as indicated herein.

Amy B. Berge

Name of Person Signing



Signature

8/31/98

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1633688	820594	279239

**COLLATERAL ASSIGNMENT OF
TRADEMARKS, PENDING TRADEMARK APPLICATIONS
AND TRADEMARK REGISTRATIONS**

This Collateral Assignment of Trademarks, Pending Trademark Applications and Trademark Registrations (this "Assignment") is made and entered into as of August 11, 1998, by TUBE TURNS TECHNOLOGIES, INC. ("Assignor"), in favor of BANK ONE, KENTUCKY, NA ("Lender").

RECITALS

A. Assignor and Lender have entered into a Loan Agreement dated as of November 1, 1997, by and among Assignor, BT Holdings, Inc., Bell Technologies, Inc., Group Technologies Corporation and Metrum-DATATAPE, Inc. and the Lender as Agent Bank and Agent, as amended from time to time (the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement. Under the Loan Agreement, the Lender is providing to the Assignor certain credit facilities in the form of a revolving line of credit, a swing line of credit and term loan or term loans, and other credit facilities.

B. Assignor is the owner of certain trademark applications, registered trademarks and trade names (the "Trademarks") and Certificates of Registration for such Trademarks (the "Registrations") identified in Exhibit A1A and Exhibit A1B attached hereto and made a part hereof.

C. By this Assignment, Assignor desires to fulfill its obligations under the Loan Agreement to grant to Lender a security interest in the Trademarks and Registrations currently existing and hereafter acquired by Assignor during the term of the Loan Agreement, which security interest is intended to secure Assignor's current and future obligations to Lender.

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Loan Agreement and related agreements, Assignor agrees as follows:

1. Assignor hereby assigns and grants to Lender a security interest in, all of Assignor's right, title and interest in and to the Trademarks and the Registrations, together with all goodwill of the business symbolized by the Trademarks and the Registrations, to secure payment when due of any and all indebtedness and other obligations of Assignor to Lender under the Loan Agreement.

2. In addition to the obligations of the Assignor to Lender under the Loan Agreement, Assignor and Lender have entered into a Security Agreement, dated as of March 21, 1997, as amended from time to time (the "Security Agreement"), granting a security interest in

certain Collateral (as defined in the Security Agreement). The Trademarks and Registrations shall secure the obligations of Assignor under the Security Agreement.

3. Until an Event of Default (as defined below) shall occur, Assignor shall have the right to possession and use of the Trademarks and Registrations except as set forth in Exhibit C hereto.

4. Assignor represents and warrants to Lender that (a) the Registrations are in full force and effect (excluding pending applications until a registration issues), and (b) Assignor has made no prior assignment, sublease, transfer, pledge or hypothecation of its right, title and interest in the Trademarks or the Registrations, except as set forth in Exhibit C hereto.

5. Except in connection with the conduct of business in the ordinary course, Assignor shall not modify, amend or terminate the Registrations, nor shall Assignor waive any rights, or assign, sublet, transfer, hypothecate or otherwise encumber any of its right, title or interest, in or to the Trademarks or the Registrations, without the prior written consent of Lender, except as permitted by the Loan Agreement.

6. An "Event of Default" by Assignor under and as defined in the Loan Agreement shall constitute an "Event of Default" under this Assignment.

7. If an Event of Default occurs, Lender shall have the right, but not the obligation, to claim all rights of Assignor to the Trademarks, the Registrations and all goodwill associated therewith. Lender may, at its option and upon notice to Assignor, transfer to a third party the rights of Assignor to the Trademarks and the Registrations, together with all associated goodwill and, in such event, Assignor's rights to the Trademarks and the Registrations shall terminate. In the exercise of these remedies, Lender shall be entitled to reimbursement from Assignor for all costs and expenses associated with the carrying out of the remedies, and the same shall be payable upon demand and, pending payment, shall be added to, and bear interest and be secured in the same manner, as the loans provided for in the Loan Agreement.

8. All terms used in this Assignment and not otherwise defined shall have the meanings given them in the Loan Agreement. Unless otherwise provided in this Agreement, the security interest granted herein shall be governed by, and the Trademarks and the Registrations shall be considered "General Intangibles" under the Loan Agreement, and in addition to the rights and obligations of the parties as set forth in this Assignment, the parties shall have those rights and obligations with respect to the Trademarks and Registrations as provided for in the Loan Agreement and the Security Agreement. This Assignment shall be binding on and inure to the benefit of Assignor and Lender, and their respective successors and assigns.

9. In the event additional trademark applications are filed or additional Trademarks are issued to Assignor, Assignor shall notify Lender of such event and shall sign such

documents and take such other actions as are necessary to evidence and document a security interest in favor of Lender in such applications and/or Trademarks.

WITNESS, the signatures of Assignor and Lender by their duly authorized officers as of the date first set forth above, but actually on the dates set forth below each signature.

TUBE TURNS TECHNOLOGIES, INC.

By Richard P Davis

Title: Vice President

Date: August 11, 1998

STATE OF KENTUCKY)

COUNTY OF JEFFERSON)

On this 11th day of August, 1998, before appeared Richard L. Davis
the person who signed this instrument, who acknowledged that he is the duly appointed
VP of Tube Turns Technologies, Inc., (the "Assignor"), that he is duly authorized by
the Assignor to sign this instrument, and that he has signed this instrument as a free act on behalf of
the Assignor.

Carol A. Durnant
NOTARY PUBLIC

My Commission Expires: Notary Public, State at Large, KY
My Commission expires Sept. 15, 2001

BANK ONE KENTUCKY, NA

By: Todd D. Munson
Todd D. Munson, Senior Vice President

Date: 8/12/98

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

On this 12 day of August, 1998, before appeared Todd D. Munson, the person who signed this instrument, who acknowledged that he is the duly appointed Senior Vice President of Bank One Kentucky, NA (the "Lender"), that he is duly authorized by the Lender to sign this instrument, and that he has signed this instrument as a free act on behalf of the Lender.

Jacqueline Bridgewater
NOTARY PUBLIC

My Commission Expires: 9-11-2001

F:\USERS\454\BANKONE\GROUP\FINTUB\ETURN.TM2

EXHIBIT A-1A
Tube Turns Technologies, Inc.
List of Trademarks, Tradenames, and Copyrights
(Domestic)

<u>Country</u>	<u>Mark</u>	<u>Serial # or Registration #</u>	<u>Status</u>
TRADEMARKS			
Registrations			
USA	Piping Engineering (Stylized)	608,745	See Exhibit C
USA	Swel-Plug	816,493	“
USA	TT (Stylized)	1,655,991	“
USA	TT (Stylized)	523,795	“
USA	TT (Stylized)	582,702	“
USA	TT (Stylized)	624,911	“
USA	TTT & Design	1,787,350	“
USA	TUBE TURNS	947,491	“
USA	Tube Turns Technologies	1,782,020	“
USA	TUBE-TURN	1,633,688	“
USA	TUBE-TURN	820,594	“
USA	TUBE-TURN (Stylized)	279,239	“

Applications

(none)

EXHIBIT A-1A
Tube Turns Technologies, Inc.
List of Trademarks, Tradenames, and Copyrights

(Domestic)

<u>Country</u>	<u>Mark</u>	<u>Serial # or Registration #</u>	<u>Status</u>
TRADENAMES			
Registrations			
(none)			
Applications			
(none)			
COPYRIGHTS			
Registrations			
USA	Hinged Closure Brochure	TX-2-832-603	See Exhibit C
USA	Hinged Closure Brochure	TX-2-832-602	“
USA	Insulated Joints Brochure	TX-2-254-996	“
Applications			
(none)			

EXHIBIT A-1B

**Tube Turns Technologies, Inc.
List of Trademarks, Tradenames, and Copyrights**

(Foreign)

<u>Country</u>	<u>Mark</u>	<u>Serial # or Registration #</u>	<u>Status</u>
TRADEMARKS			
Registrations			
Argentina	TT	1,655,854	See Exhibit C
Australia	TUBE-TURN	A130,616	“
Canada	TT	UCA50631	“
Canada	tt	114,628	“
Canada	TTT (Stylized)	437,286	“
Canada	TUBE TURNS TECHNOLOGIES	437,287	“
Canada	TUBE-TURN	238/51532	“
Denmark	TT	4409/1976	“
Denmark	Tube Turns	4415/1976	“
Denmark	Tube-Turn	4413/1976	“
Singapore	TUBE TURNS	56936	“
Singapore	TUBE-TURN	56937	“
Singapore	TUBE-TURN & Device	56938	“
United Kingdom	tt Tube-Turn	773,851	“
United Kingdom	TTT (Stylized)	A1529378	“
United Kingdom	TUBE TURNS	1,005,191	“

EXHIBIT A-1B

Tube Turns Technologies, Inc. List of Trademarks, Tradenames, and Copyrights

(Foreign)

<u>Country</u>	<u>Mark</u>	<u>Serial # or Registration #</u>	<u>Status</u>
United Kingdom	Tube Turns Technologies	B1529214	See Exhibit C
United Kingdom	TUBE-TURN	680,846	“

Applications

TRADE NAMES

Registrations

(none)

Applications

COPYRIGHTS

Registrations

(none)

Applications

(none)

EXHIBIT B

[THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C
Tube Turns Technologies, Inc.

Limitations on Rights of Possessions and Use of Intellectual Property

Domestic:

The rights of Tube Turns Technologies, Inc. to its domestic intellectual property are subject to, in certain cases, registration of: (1) its correct address, (2) changes in name and (3) changes in its ownership prior to its acquisition by Group Financial Partners, Inc. These registrations are in progress.

Tube Turns' domestic intellectual property rights are generally subject to the registration of a security interest in favor of First Union Commercial Corporation. First Union is currently cooperating with Tube Turns to register a termination of this security interest.

Foreign:

Tube Turns' rights to its foreign intellectual property are under investigation at this time and, as such, are not known with certainty.