

11-10-1998

Form PTO-1594  
1-31-92

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100876229

To the Honorable Commissioner of Patents and Trademarks: Attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Dyno Corporation

- ☐ Individuals                      ☐ Association  
☐ General Partnership           ☐ Limited Partnership  
☒ Corporation-State: Delaware  
☐ 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: October 30, 1998

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

## 2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: \_\_\_\_\_

Street Address: One Bankers Trust Plaza, 130 Liberty StreetCity: New York State: New York ZIP: 10006☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☒ Corporation- New York☐ 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

## Trademark Registration No.(s)\

1,796,780      1,930,923

1,038,425      2,038,923

778,8151      1,983,700

1,977,956      2,039,924

2,181,345

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kimberly MillerInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

## 6. Total number of applications and registration involved

9

7. Total fee (37 CFR 3.41): ..... \$ 240.00☒ Enclosed

Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/09/1998 JSH/RAZZ 00000074 1796780

DO NOT USE THIS SPACE

01 FC:481                      40.00 OP  
02 FC:482                      200.00 OP

## 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.*

Kimberly V. Miller

Name of Person Signing

Signature

11/4/98

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover

**ASIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dyno Corporation, a Delaware corporation (the "Assignor") with principal offices at 1571 West Copans Road, Suite 105, Pompano Beach, Florida 33064, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of October 30, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.


This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 30<sup>th</sup> day of October, 1998.

DYNO CORPORATION, Assignor

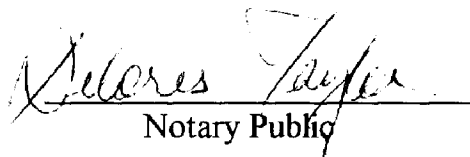
By   
Name: John Keisberg  
Title: President

BANKERS TRUST COMPANY,  
as Collateral Agent, Assignee

By   
Name: DAVID J. BELL  
Title: VICE PRESIDENT

STATE OF NEW YORK       )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 30<sup>th</sup> day of October, 1998, before me personally came \_\_\_\_\_  
JOAN FREIDBERG who, being by me duly sworn, did state as follows: that [s]he is  
PRESIDENT of Dyno Corporation, that [s]he is authorized to execute the foregoing  
Assignment on behalf of said corporation and that [s]he did so by authority of the Board of  
Directors of said corporation.

  
Notary Public

DELORES TAYLOR  
Notary Public, State of New York  
No. 01TA6010553  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires July 20, 2000

STATE OF NEW YORK       )  
                                      ) ss.:  
COUNTY OF NEW YORK    )

On this 30 day of Oct, 98, before me personally came \_\_\_\_\_  
DANIEL BELL who, being by me duly sworn, did state as follows: that [s]he is  
V.P. of Bankers Trust Company that [s]he is authorized to execute the  
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the  
Board of Directors of said corporation.

JAMES BRAGG  
Notary Public, State of New York  
No. 013R6005423  
Qualified in New York County  
Commission Expires April 13, 2000

James Bragg  
Notary Public

TRADEMARKSTRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CLASSIC SERIES	1,796,780	October 5, 1993
JJAY and Design	1,930,923	October 31, 1995
KOMFORT KUT	1,038,425	April 27, 1996
MINI MAX	2,039,923	February 25, 1997
PENN and Design	778,815	October 20, 1964
RAIN FREE and Design	1,983,700	July 2, 1996
RAIN FREE	1,977,956	June 4, 1996
SCOOTERS and Design	2,039,924	February 25, 1997
WINDSTORM	2,181,345	August 11, 1998

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