

12-22-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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TM05/REV01



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Tab settings → → → ▼ ▼

To the Honorable Commissioner of Patents

e attached original documents or copy thereof.

1. Name of conveying party(ies):

America's Body Company, Inc.

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

12-11-98

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

Execution Date: November 2, 1998

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

Name: Key Corporate Capital, Inc.

Internal Address:

Street Address: 127 Public Square

City: Cleveland State: OH ZIP: 44114

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



United States, a domestic
 Yes No
 Origin of document from
 Yes No

12-11-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,203,871
2,205,474

2,201,302

Additional numbers Yes No

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

Name: Susan L. Mizer

Benesch, Friedlander, Coplan & Aronoff
Internal Address: 2300 BP Tower

Street Address: 200 Public Square

City: Cleveland State: OH ZIP: 44114

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2051

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

DO NOT USE THIS SPACE

12/22/1998 SBURNS 00000005 2203871

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01 FR:481 40.00 OP
02 FR:482 50.00 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.

Susan L. Mizer

Name of Person Signing

Signature

12-10-98

Date

Total number of pages including cover sheet, attachments, and

12

TRADEMARK

REEL: 1830 FRAME: 0229

**CONTINGENT PATENT,
TRADEMARK AND LICENSE ASSIGNMENT**

This Contingent Patent, Trademark and License Assignment ("Assignment") is made by America's Body Company, Inc., a Delaware corporation ("Assignor"), in favor of KEY CORPORATE CAPITAL INC., a Michigan corporation having its main office at 127 Public Square, Cleveland, Ohio 44114-1306, as agent (in that capacity, "Administrative Agent") for the benefit of Lenders (defined below) for the purposes of this Assignment, the Credit Agreement (defined below) and the other Related Writings.

INTRODUCTION:

WHEREAS, A. Assignor, Sargent International, Inc., a Delaware corporation (collectively, "Borrowers"), Administrative Agent and the lending institutions named in Schedule I of the Credit Agreement (collectively, "Lenders", and individually, "Lender"), are parties to a Credit and Security Agreement made of even date as this Assignment (that Credit and Security Agreement, as the same may be amended or amended and restated from time to time, the "Credit Agreement") and setting forth, among other things, the terms and conditions of Lenders' respective commitments (each commitment, a "Subject Commitment") aggregating Seventy-Three Million Dollars (\$73,000,000), which amount shall be available to Assignor pursuant to the terms and conditions of the Credit Agreement

B. It is a condition precedent to each extension of credit pursuant to the Credit Agreement and to any other extension of credit by Lenders or any of them to or for the account of Borrowers that, among other things, Assignor shall have executed and delivered this Assignment to Administrative Agent.

THEREFORE, in consideration of the premises, to induce Lenders to extend credit pursuant to the Credit Agreement, to induce each Lender to extend to or for the account of Borrowers such other credit as that Lender may from time to time deem advisable (all upon such terms and conditions as that Lender may from time to time deem advisable), in order to induce Administrative Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable considerations, Assignor hereby agrees, grants, represents, and warrants as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise defined herein.

2. Assignment of Patents. To secure the complete and timely satisfaction of all of the Debt, Assignor hereby grants, assigns and conveys to Administrative Agent all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) - (d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) license agreements with any other party which by their terms are assignable, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of all of the Debt, Assignor hereby grants and conveys to Administrative Agent a lien and security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Assignor agrees that until the Debt shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Administrative Agent's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including

licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Administrative Agent under this Assignment.

5. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses owned by Assignor on the Closing Date. If, before the Debt shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Administrative Agent prompt written notice thereof. Assignor hereby authorizes Administrative Agent as attorney in fact to modify this Assignment by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Assignment with the United States Patent and Trademark Office.

6. Representations and Warranties. Assignor represents and warrants to and agrees with Administrative Agent that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part as of the Closing Date;

(ii) Each of the Patents and Trademarks is valid and enforceable as of the Closing Date;

(iii) Assignor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) This Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound. Assignor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Administrative Agent as assignee of Assignor's entire interest;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not

limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Royalties, Terms. Assignor hereby agrees that the use by Administrative Agent of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Administrative Agent to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Debt has been paid in full and the Credit Agreement has been terminated.

8. Grant of License to Assignor. Unless and until an Event of Default shall have occurred and is continuing, Administrative Agent hereby grants to Assignor a nontransferable right and license to use the Trademarks, to exercise Administrative Agent's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 8, without the prior written consent of Administrative Agent. From and after the occurrence of an Event of Default and during the continuance thereof, Assignor's license with respect to Patents, Trademarks and Licenses as set forth in this Paragraph 8 shall terminate forthwith, and Administrative Agent shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located, including, but not by way of limitation, the location of Administrative Agent's main office.

9. Reassignment to Assignor. Upon payment in full of the Debt and termination of the Credit Agreement, Administrative Agent shall execute and deliver to Assignor all assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Debt shall have been paid in full, (ii) make application on unpatented but patentable material inventions and on material trademarks and material service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Administrative Agent.

11. Financing Statements; Documents. At the request of Administrative Agent, Assignor will join with Administrative Agent in executing one or more financing statements pursuant to the applicable version of the Uniform Commercial Code in form satisfactory to Administrative Agent and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Administrative Agent. Assignor will execute and deliver to Administrative Agent from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Administrative Agent may require for the purpose of confirming Administrative Agent's interest in the Patents, Trademarks and Licenses.

12. Administrative Agent's Right to Sue. Administrative Agent shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Administrative Agent shall commence any such suit, Assignor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the Debt, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Assignor and Administrative Agent nor any failure to exercise nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Credit Agreement. All of Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Administrative Agent, its successors and assigns.

18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Assignor, addressed to Assignor at the address specified on the signature page of this Assignment, if to Administrative Agent or Banks, mailed or delivered to them, addressed to the respective addresses of Administrative Agent and Banks specified on the signature page of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Administrative Agent pursuant to any of the provisions hereof shall not be effective until received by Administrative Agent.

19. Governing Law. This Assignment has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

[The remainder of this page is intentionally blank.]

20. WAIVER. ASSIGNOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANKS, ADMINISTRATIVE AGENT AND ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Assignor, has executed this Assignment as of the 2nd day of November, 1998.

WITNESS:

AMERICA'S BODY COMPANY, INC.

Sign: [Signature]
Print Name: HOWARD NEUGER

By: [Signature]
Print Name: Donald C. Smith
Title: Secretary

Sign: [Signature]
Print Name: T. J. Kirby

Address: 3 Acorn Drive
Oakwood Village, Ohio 44146

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this 2nd day of November, 1998, by Donald C. Smith, the Secretary of America's Body Company, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public
My commission expires: _____

THOMAS W. OSTROWSKI, ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.

Accepted at Cleveland, Ohio,
as of November 2, 1998

KEY CORPORATE CAPITAL INC., as agent

By: [Signature]
Stephen J. Holler, Vice President

AMERICA'S BODY COMPANY, INC.

SCHEDULE A
CONTINGENT PATENT, TRADEMARK AND LICENSE AGREEMENT

PATENTS

None.

AMERICA'S BODY COMPANY, INC.

SCHEDULE B
CONTINGENT PATENT, TRADEMARK AND LICENSE AGREEMENT

TRADEMARKS

Federal Registered Trademarks:

1. LOCK 'N LOAD U.S. Trademark Application Serial No. 436,743, of America's Body Company, Inc., filed February 19, 1998; Application still pending
2. LANDMASTER U.S. Trademark Application Serial No. 349,961, of GOJO Industries, Inc., filed September 2, 1997; published on August 25, 1998
3. ECONO-CARGO U.S. Trademark Application, Serial Number 357,031, of America's Body Company, Inc., filed September 15, 1997; Status: Application pending
4. PROTECTO-VAN U.S. Trademark Application Serial Number 349,964, of America's Body Company, Inc., filed September 2, 1997; published on August 11, 1998.

State Registered Trademarks:

1. LANDMASTER Trade name registration, originally filed March 6, 1990, renewal form filed by America's Body Company, Inc., dated January 19, 1995, with the Ohio Secretary of State; good for five years.
2. LANDMASTER and design, registered with the Commonwealth of Virginia,
SERIES March 27, 1990.
3. LANDMASTER registered with the Commonwealth of Pennsylvania,
SERIES March 5, 1991.
4. LANDMASTER and design, registered with the State of Maryland.
SERIES
5. GREAT LAKES registered with the State of Ohio, dated December 18, 1986.
TRUCK EQUIPMENT
6. SNO MASTER registered with the State of Ohio, October 11, 1984.
7. BUCKEYE TRUCK registered with the State of Ohio, December 18, 1986.
EQUIPMENT
8. PHOENIX TRUCK registered with the State of Ohio.
EQUIPMENT

SCHEDULE C
CONTINGENT PATENT, TRADEMARK AND LICENSE AGREEMENT

LICENSE AGREEMENTS

Faxpress 3.7.3
Microsoft Office Prof.
Windows 95
Reflections
America on Line
Microsoft Publisher
Winfax Pro
Windows 3.11
PC Anywhere for Windows
Deskscan II
Procomm Plus
Corel Draw 7
Fed-Ex Express
Absentee Calendar
Clarion Report Writer
Calendar Creator
EAS Time & Attendance
PC Fas Depreciation
Autocad 14.0
Ceridian
Novell Intranetware 4.11
Arcserve 6.1 (server edition)
PC Anywhere 95
Monarch
GLTE Dos (pool truck program)
Act 3.0
Day Timer
Delorme Street Atlas
Photo Studio
Key OrgChart
Knowledge-point
Quicken
Desktop Banking
Groupwise 5.1
GE Conn
Simpc (from GE)
ABC Quote System
Daytimer
Streetfinder
Door to Door
Session

Winfax 97
Act
Castelle Fax
Backup Exec.
Microsoft Publisher
Autodesk Autocad LT
Autodesk Autocad LT97
Corel Draw 3.0
Formtool V.2
Microsoft Office 97
Novell
Delrina Winfax Pro
Windows Workgoup
Omni Page
Peach tree Accounting
Agreement for EAS Products and Services
Agreement for Time and Attendance Products and Services, dated April 30, 1998 with Ceridian Employer
Services