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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please receive

of original documents or copy hereof

1. Name of conveying party(ies):

CASS Polymers, Inc.  
Ad-Tech Plastic Systems, Corp.  
Milamar Coatings, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: December 15, 1998

2. Name and address of receiving party(ies)

Name: Sirrom Investments, Inc.

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

Street Address: 500 Church Street, Suite

City: Nashville State: TN ZIP: 37219<sup>200</sup>

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,547,832

Additional numbers attached?  Yes  No

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

Name: Philip S. Clark, Esq.

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

Street Address: 500 Church Street

Suite 200

City: Nashville State: TN ZIP: 37219

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:

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

01/25/1999 DCORATES 00000033 1547832

DO NOT USE THIS SPACE

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40.00 DP

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.

Philip S. Clark

Name of Person Signing

Signature

1/19/99

Date

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

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

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK

REEL: 1843 FRAME: 0362

**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement"), is made as of December 15, 1998, by CASS POLYMERS, INC., an Oklahoma corporation ("CASS"), AD-TECH PLASTIC SYSTEMS CORP., a Michigan corporation ("Ad-Tech") and MILAMAR COATINGS, L.L.C., an Oklahoma limited liability company, (collectively, the "Grantor"), in favor of SIRROM INVESTMENTS, INC., a Tennessee corporation, as agent for itself and the other Lenders (as hereinafter defined) ("Agent").

**RECITALS:**

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith, (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement") by and among Grantor and Sirrom Investments, Inc. and Commerce Capital, L.P. (collectively, the "Lenders"), Lenders have agreed to make a loan in the aggregate principal amount of \$3,000,000 (the "Loan") to Grantor evidenced by two Secured Promissory Notes of even date herewith in the aggregate original principal amount of the Loan and executed by Grantor payable to the order of Lenders (together with any amendments, extensions, modifications and/or renewals thereof and/or any promissory notes given in payment thereof, the "Note");

WHEREAS, Grantor owns certain Intellectual Property listed on Schedule A hereto;

WHEREAS, Grantor desires to mortgage, pledge and grant to Agent, for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the Collateral, including without limitation, the property listed on the attached Schedule A, together with any renewal or extension thereof, and all Proceeds (as hereinafter defined) thereof, to secure the payment of the Obligations (as hereinafter defined); and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Loan to Grantor under the Loan Agreement, that Grantor execute this Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Loan Agreement and to induce Lenders to make the Loan to Grantor under the Loan Agreement, Grantor hereby agrees with Agent, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

“Copyrights” means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in Schedule A hereto.

“Copyright License” means any agreement material to the operation of Grantor’s businesses, whether written or oral, providing for the grant by or to Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in Schedule A hereto.

“Intellectual Property” means all Patent Applications, Patents, Patent Licenses, Trade mark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of Grantor’s businesses, as defined herein and/or referred to in Schedule A hereto.

“Invention” means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of Grantor’s businesses and developed by Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent Application(s).

“Know-how” means any knowledge or information that is material to Grantor’s business and that enables Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success, including, without limitation, any such knowledge or information referred to in Schedule B hereto.

“Obligations” means (a) loans to be made concurrently or in connection with this Agreement or the Loan Agreement as evidenced by one or more promissory notes payable to the order of Lenders that shall be due and payable as set forth in such promissory notes, and any renewals or extensions thereof, (b) the full and prompt payment and performance of any and all other indebtedness and other obligations of Grantor to Lenders, direct or contingent (including but not limited to obligations incurred as endorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtedness incurred pursuant to any present or future commitment of Lenders to Grantor and (c) all future advances made by Agent and Lenders for taxes, levies, insurance and preservation of the Collateral and all attorney’s fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created under this Security Agreement.

“Other Proprietary Property” means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how,

computer software and the like, including, without limitation, all such rights referred to in Schedule B hereto.

“Patents“ means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations in-part thereof, including, without limitation, all such rights referred to in Schedule A hereto.

“Patent License“ means any agreement material to the operation of Grantor's business, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

“Proceeds“ means “proceeds,” as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Security Agreement“ means this Intellectual Property Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Trade Secret“ means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value including, without limitation, any such information referred to in Schedule B hereto.

“Trademarks“ means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule A hereto.

“Trademark License“ means any agreement, material to the businesses of Grantor, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

“UCC“ means the Uniform Commercial Code as from time to time in effect in the State of Tennessee.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby assigns and grants to Agent, for the ratable benefit of Lenders a security interest in all of Grantor's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now have or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), that are material to the business of Grantor, including all Proceeds and products of any and all of the Intellectual Property, whether or not included in Schedule A or Schedule B.

3. Representations and Warranties Concerning the Intellectual Property. Grantor represents and warrants that:

(a) Schedule A and Schedule B hereto include all Intellectual Property and Other Proprietary Property owned by Grantor in its own name or as to which Grantor has any colorable claim of ownership that are material to the business of Grantor as of the date hereof.

(b) Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property and the Other Proprietary Property, and/or has the unrestricted right to use all such Intellectual Property and Other Proprietary Property pursuant to a valid license or other agreement.

(c) Grantor's rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Intellectual Property and Other Proprietary Property are identified on Schedule A and Schedule B hereto and are in full force and effect. To the best knowledge of Grantor, Grantor is not in default under any such agreement, and no event has occurred which might constitute a default by Grantor under any such agreement.

(e) Except as set forth in Schedule A, all of the Intellectual Property is free and clear of any and all liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind, and Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest Grantor with complete, unrestricted ownership rights therein.

(g) Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) No proceedings have been instituted or are pending or, to Grantor's knowledge, threatened that challenge Grantor's rights to use the Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of the Intellectual Property.

(i) To the best of Grantor's knowledge, the current conduct of Grantor's business and Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third party in any way which adversely affects the business, financial condition or business prospects of Grantor. Further, except as set forth in Schedule A and Schedule B, Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which affects the business, financial condition or business prospects of Grantor. Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) Grantor is unaware of any infringement by any other party upon its Intellectual Property rights. Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of Grantor's Intellectual Property rights or any theft of Grantor's Other Proprietary Property at Grantor's sole cost.

(k) All past and present employees of Grantor and/or parties with whom Grantor (including any predecessor-in-interest of Grantor) had any contractual relationship ("contractors"), whose employment (or contractual) functions included or affected research and development or other material aspects of Intellectual Property have executed agreements requiring them to disclose to Grantor any and all inventions created or developed during and within the scope of their employment by or contractual relationship with Grantor and obligating them to assign all of their respective right, title and interest in and to all such inventions to Grantor.

4. Covenants. Grantor covenants and agrees with Agent that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Agent, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens

created hereby. Grantor also hereby authorizes Agent to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral, other than the liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Agent, for the ratable benefit of the Lenders, in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do.

(d) Grantor will advise Agent promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e) (i) Grantor (either itself or through licensees) will, except with respect to any Trademark that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to so do, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Agent, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Grantor will not, except with respect to any Patent that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Agent, Grantor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the business of Grantor.

(iii) Grantor will promptly notify Agent if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Agent within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Agent, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Agent may request to evidence Agent's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Grantor, except with respect to any Patent, Trademark or Copyright Grantor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by Grantor.

(vi) In the event Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, Grantor shall promptly notify Agent after it learns thereof and shall, unless Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to Grantor which determination Grantor shall promptly report to Agent, promptly sue for infringement, misappropriation or dilution, or take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.



(vii) Grantor will furnish to Agent each year, on the anniversary date of the execution of this Agreement, statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this agreement and not identified on Schedule A and Schedule B, all transfers, assignments, licenses or sub-licenses of the Collateral by Grantor, and such other information in connection with the Collateral as Agent may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

(viii) If the collateral includes any interest in computer programs or copyrights therein, on the date hereof, Grantor agrees to deposit a copy of the information and materials described in the attached Escrow Agreement with the Escrow Agent as identified in said Escrow Agreement and to execute and thereafter comply with the terms of, said Escrow Agreement as set forth therein.

5. Agent's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default in Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Grantor hereby grants Agent the power and right, on behalf of Grantor without notice to or assent by Grantor, to do the following:

(i) at any time when any Event of Default shall have occurred and is continuing in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable.

(ii) to pay or discharge taxes and liens, levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Agent, for the ratable benefit of Agent and the Lenders, or as Agent shall direct, (B)

to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Agent may deem appropriate, (G) to assign any Trademark or Copyright (along with good will of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option and Grantor's expense, at any time, or from time to time, all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and the liens of Agent and Lenders thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do. Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Grantor also authorizes Agent, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Agent hereunder are solely to protect the interests of Agent and the Lenders in the Collateral and shall not impose any duty upon Agent to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

6. Performance by Agent of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Agent incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by Grantor to Agent on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, then

(a) all Proceeds received by Grantor consisting of cash, checks and other cash equivalents shall be held by Grantor in trust for Agents, segregated from other funds of Grantor, and shall, forthwith upon receipt by Grantor, be turned over to Agent, for the ratable benefit of Agent and the Lenders, in the exact form received by Grantor (duly endorsed by Grantor to Agent, if required), and (b) any and all such Proceeds received by Agent (whether from Grantor or otherwise) shall promptly be applied by Lenders against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in the Loan Agreement.

8. Remedies Upon Default. Upon an Event of Default under and as defined in the Loan Agreement, Agent may pursue any or all of the following remedies, without any notice to Grantor except as required below:

(a) Agent may give written notice of default to Grantor, following which Grantor shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Agent's prior written consent, even if such disposition is otherwise permitted hereunder in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Agent may obtain a temporary restraining order or other equitable relief to enforce Grantor's obligation to refrain from so impairing Agent's Collateral.

(b) Agent may take possession of any or all of the Collateral. Grantor hereby consents to Agent's entry into any of Grantor's premises to repossess Collateral, and specifically consents to Agent's forcible entry thereto as long as Agent causes no significant damage to the premises in the process of entry (frilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Agent accomplishes such entry without a breach of the peace.

(c) Agent may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least five (5) days prior to sale. Agent may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Agent may elect, in its sole discretion. Agent may take such action as it may deem necessary to repair, protect or maintain the Collateral pending its disposition.

(d) Agent may exercise its lien upon and right of setoff against any monies, items, credits, deposits or instruments that Agent may have in its possession and that belong to Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Agent may exercise any right that it may have under any other document evidencing or securing the Obligations or otherwise available to Agent at law or equity.

9. Limitation on Duties Regarding Preservation of Collateral. Agent's sole duty with

respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Agent would deal with similar property for its own account. Neither Agent, Lenders nor any of their partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. Agent shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Agent of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Agent would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Agent, provided that any provision of this Security Agreement may be waived by Agent in a written letter or agreement executed by Agent or by facsimile transmission from Agent. This Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Agent, Lenders and their successors and assigns.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Security Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, telecopied, or sent by certified mail or overnight via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been

acknowledged in writing. The date of personal delivery or telecopy or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice, election or demand. For the purposes of this Security Agreement:

The Address of Agent is: Sirrom Investments, Inc.  
Suite 200  
500 Church Street  
Nashville, TN 37219  
Attention: William A. Williamson  
Telecopy No.: 615/726-1208

with a copy to: Caldwell & Caldwell, P.C.  
Suite 200  
500 Church Street  
Nashville, TN 37219  
Attention: Philip S. Clark, Esq.  
Telecopy No.: 615/256-9958

The Address of Grantor is: CASS Polymers, Inc.  
12005 N. Virginia Avenue  
Oklahoma City, OK 73120  
Attention: Gregory J. Edwards  
Telecopy No.: 405/755-8449

with a copy to: Hartzog Conger & Cason  
1600 Bank of Oklahoma Plaza  
201 Robert S. Kerr  
Oklahoma City, OK 73102  
Attention: Armand Paliotta, Esq.  
Telecopy No. 405/235-7329

16. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

18. Consent to Jurisdiction; Exclusive Venue. Grantor hereby irrevocably consents to the Jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which Agent may be a party and which concerns this Security Agreement or the Obligations.

is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless Agent agrees to the contrary in writing.

19. Waiver of Trial by Jury. AGENT AND GRANTOR HEREBY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COUNSEL WAIVE TRIAL BY JURY IN ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

20. Subordination Agreement. This agreement is subject to the terms and conditions of a Subordination Agreement, dated the date hereof by and among Borrower, Agent, Lenders and Mid-First Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**CASS POLYMERS, INC.,**  
an Oklahoma corporation

By: *R. Cleveland*  
Title: CEO

**AD-TECH PLASTIC SYSTEMS CORP.,**  
a Michigan corporation

By: *R. Cleveland*  
Title: EVP

**MILAMAR COATINGS, L.L.C.,**  
an Oklahoma limited liability company

By: *R. Cleveland*  
Title: Manager

**AGENT:**

**SIRROM INVESTMENTS, INC.,**  
a Tennessee corporation

By: *Thomas BB*  
Title: Assistant Vice President

**List of Intellectual Property**

Trade Names: Ad-Tech Plastic Systems  
Milamar Coatings  
Polymax Coatings

Trademark: AD-TECH Reg. No. 1,547,832  
Registered July 18, 1989  
United States Patent and Trademark Office

Patent: Dispensing Apparatus for Multiple Fluids  
Inventor - Richard E. Bullock  
Assignee - Ad-Tech Plastic Systems Corp.  
Patent No. 5,139,170

Copyrights: None



Int. Cl.: 1

Prior U.S. Cls.: 1 and 6

United States Patent and Trademark Office

Reg. No. 1,547,832

Registered July 18, 1989

TRADEMARK  
PRINCIPAL REGISTER

AD-TECH

AD-TECH PLASTIC SYSTEMS CORP. (MICHIGAN CORPORATION)  
P.O. BOX 437  
815 SHEPHERD STREET  
CHARLOTTE, MI 48813

FOR: PLASTIC FILLING, LAMINATING, CASTING, SURFACE REPAIRING, AND SURFACE COATING COMPOUNDS AND RESINS FOR MARINE, AUTOMOTIVE, AEROSPACE, CONSTRUCTION AND OTHER INDUSTRIAL USES, NAMELY, EPOXY COATING AND LAMINATING COMPOUNDS FOR TOOLING AND TOOLING SURFACES, EPOXY MASS CASTING COMPOUNDS, INDUSTRIAL EPOXY POTTING COMPOUNDS, EPOXY FILLING/BONDING COMPOUNDS AND COATINGS FOR INDUS-

TRIAL AND MARINE USE EPOXY MORTAR BINDERS FOR REPAIRING CONCRETE, MOLD RELEASE COMPOUNDS, CLEAR EPOXY COATINGS AND CASTING COMPOUNDS, URETHANES, POLYESTER, INDUSTRIAL FILLER PASTES FOR MOLDS, PATTERNS, AND MODELS, AND METAL AND FIBER FILLED FILLER PASTES, PUTTIES, AND RESINS, AND SURFACE FILLERS FOR AUTOMOTIVE, MARINE AND INDUSTRIAL USE, IN CLASS 1 (U.S. CLS. 1 AND 6).

FIRST USE 5-28-1981; IN COMMERCE 6-10-1981.

SER. NO. 718,811, FILED 3-28-1988.

JULIA A. HARDY, EXAMINING ATTORNEY

TRADEMARK  
REEL: 1843 FRAME: 0378

PRICE, HENEVELD, COOPER, DEWITT & LITTON

ATTORNEYS AT LAW

PATENT, TRADEMARK & COPYRIGHT CAUSES

695 KENMOOR S.E.

P.O. BOX 2567

GRAND RAPIDS, MICHIGAN 49501

TELEPHONE (616) 949-9610

FAX (616) 957-8196

LLOYD A. HENEVELD  
RICHARD C. COOPER  
WILLIAM W. DEWITT  
RANDALL G. LITTON  
JAMES A. MITCHELL  
DANIEL VAN DYKE  
HAROLD W. REICK  
DONALD S. GARDNER  
CARL S. CLARK  
TERENCE J. LINN  
FREDERICK S. BURKHART

DANIEL L. CIRDWOOD  
MARK E. BANDY  
BARRY C. KANE  
MARC J. FARRELL  
TERRY S. CALLAGHAN  
—  
RETIRED  
PETER P. PRICE  
—  
EVERETT L. HUIZENG.  
(1932-1967)  
THOMAS H. MCKINLEY  
(1947-1994)

April 24, 1995

Mr. Michael G. Friar  
Ad-Tech Plastic Systems Corp.  
815 Shepherd Street  
P.O. Box 437  
Charlotte, Michigan 48813


Re: U.S. Trademark Reg. No. 1,547,832  
For the mark **AD-TECH** in Class 1  
Our File: ADT01 T-300

Dear Mr. Friar:

We have received notice from the United States Patent and Trademark Office that the Sections 8 and 15 Declaration which was filed in the above identified trademark fulfills the statutory requirements and has been accepted.

Nothing further needs to be done in this registration until its renewal on July 18, 2009.

Sincerely,

  
Lloyd A. Heneveld

LAH:rjn  
cc: Donald S. Gardner

TRADEMARK  
REEL: 1843 FRAME: 0379

The  
United  
States  
of  
America

The Commissioner of Patents  
and Trademarks

*Has received an application for a patent  
for a new and useful invention. The title  
and description of the invention are en-  
closed. The requirements of law have  
been complied with, and it has been de-  
termined that a patent on the invention  
shall be granted under the law.*

*Therefore, this*

United States Patent

*Grants to the person or persons having  
title to this patent the right to exclude  
others from making, using or selling the  
invention throughout the United States  
of America for the term of seventeen  
years from the date of this patent, sub-  
ject to the payment of maintenance fees  
as provided by law.*



*Douglas B. Lewis*

Acting Commissioner of Patents and Trademarks

*Matthew A. Thompson*  
Attest

TRADEMARK  
REEL: 1843 FRAME: 0380

[54] DISPENSING APPARATUS FOR MULTIPLE FLUIDS

4,765,509 8/1988 Eisenhut et al. 222/61  
4,881,820 11/1989 Luckhoff 366/142

[75] Inventor: Richard E. Bullock, Charlotte, Mich.

FOREIGN PATENT DOCUMENTS

[73] Assignee: Ad-Tech Plastic Systems Corp.,  
Charlotte, Mich.

3740857 6/1989 Fed. Rep. of Germany 222/137

OTHER PUBLICATIONS

[21] Appl. No.: 578,749

Leaflet entitled "Ad-Tech Plastic Systems Announces 10 Simple Reasons Why our Set-Fast Polyester Resin Cartridge Dispenser is Indispensable"—promotional sheet describing single dispenser for resin on sale in the United States for more than one year prior to the filing of this application.

[22] Filed: Sep. 6, 1990

[51] Int. Cl.<sup>3</sup> B67D 5/52

[52] U.S. Cl. 222/137; 222/255;  
222/262; 222/309

[58] Field of Search 222/145, 136, 137 400.5,  
222/401, 309, 262, 255, 325

[56] References Cited

U.S. PATENT DOCUMENTS

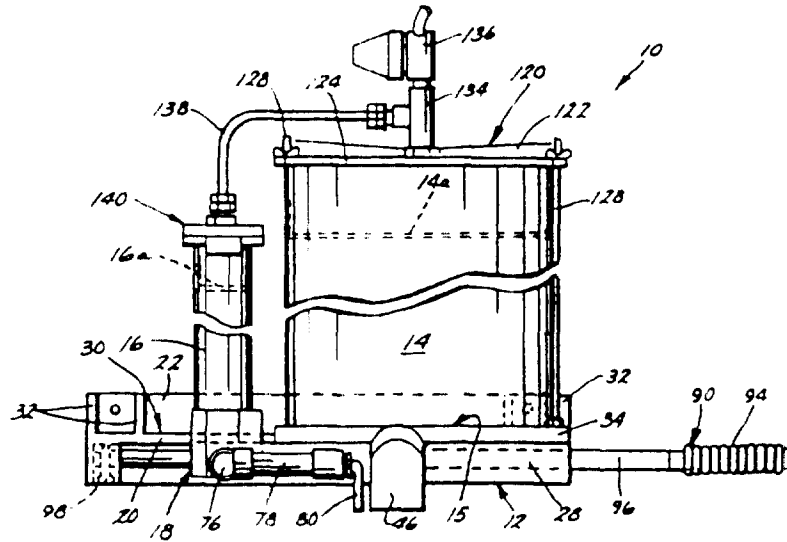
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2,271,767	2/1942	Hummel	107/1
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3,409,174	11/1968	Radcliffe et al.	222/70
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4,391,389	7/1983	Catalfamo	222/135
4,432,470	2/1984	Sopha	222/135
4,577,783	3/1986	Racca et al.	222/386.5
4,588,110	5/1986	Nelson et al.	222/135
4,634,024	1/1987	Vollenweider	222/135
4,693,397	9/1989	Lang	222/137

Primary Examiner—Michael S. Huppert  
Assistant Examiner—Gregory L. Hason  
Attorney, Agent, or Firm—Price, Heneveld, Cox per,  
DeWitt & Litton

[57] ABSTRACT

A dispensing apparatus for multiple fluids, and especially epoxy, polyester or other resins and hardeners includes a base, supports for mounting separate containers of two fluids, and a manually operated metering handle for dispensing predetermined proportioned quantities of the two fluids through first and second outlets upon movement of the handle. First and second measuring assemblies, preferably pistons pivotally connected at spaced locations to the handle, receive fluids from the containers and urge precise quantities of the fluids through the outlets. The position of connection of at least one of the pistons to the handle may be changed to vary the proportion of one fluid dispensed with respect to the other fluid. The position of the support for one of the fluid containers may also be changed to assist in changing the piston engagement with the handle. Preferably, air pressure is applied to each fluid container to aid in dispensing the fluids.

47 Claims, 3 Drawing Sheets



**ADTECH** Plastic  
CORP. Systems

AN ISO-9001 REGISTERED COMPANY

815 West Shepherd  
P.O. Box F  
Charlotte, MI  
48813 USA  
Phone  
800 255-9914  
517 543-7510  
Fax  
517 543-6717

4 December 1995

Price, Heneveld, Cooper, DeWitt & Litton, PC  
P.O. Box 2567  
Grand Rapids, MI 49501-2567

Attention: Mr. Robert J. Carrier

Subj: Maintenance Fees on Patent No. 5,139,170

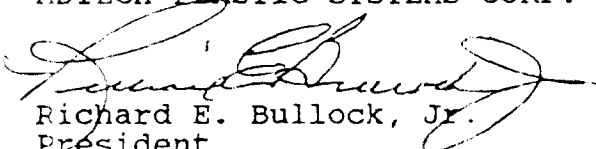
Dear Mr. Carrier,

Thank you for notifying us of the matter pertinent to the payment of the maintenance fees in order to maintain the above patent.

We find that it will not be necessary to extend this patent and will let the patent lapse at this time or when the four (4) year period expires.

Thank you.

ADTECH PLASTIC SYSTEMS CORP.

  
Richard E. Bullock, Jr.  
President

REB/p

PATENT ASSIGNED TO SMALL ENTITY

At the time the patent application was filed/issued, a statement was submitted indicating that the applicant was a small business concern. Essentially, a small business concern is one whose average number of employees (full-time and part-time), including those of its affiliates, during the previous fiscal year does not exceed 500 persons and which has not assigned, granted, conveyed or licensed (and is under no obligation to do so) any rights in the invention to any person who would not be considered an independent inventor if that person had made the invention, or to any concern which would not qualify as a small business concern or a nonprofit organization. At this time, please reassess the status of the applicant and advise us if it does not still qualify as a small business concern or if any circumstances relating to "small entity" status have changed.

**List of Scientific or Technical Information**

**Product Formulas:**

Milamar Coatings, L.L.C (See Attached List)

Ad-Tech Plastic Systems Corp. (See Attached List)

12-08-1998  
12:23:08

FORMULA KEY/DESCRIPTION REPORT BY: FORMULA KEY  
Milamar Coatings, Inc.  
358 N. Rockwell  
Oklahoma City, OK 73127

Page:

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
Ending FORMULA KEY Range: XXX5 PM 200 WHITE

FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
0-VOC 200 DK GRAY	PART-A, DARK GRAY EPOXY RESIN	E
0-VOC 200 STD GRAY	PART-A, GRAY EPOXY RESIN	E
0-VOC 200 WHITE	PART-A, WHITE EPOXY RESIN	E
0-VOC 200 WHITE AF	PART-A, WHITE EPOXY RESIN WITH SUNGRAY	E
0-VOC 200MED LTTAN	PART-A, MEDIUM LIGHT TAN	E
0-VOC PM 200 B	AMINE HARDENER	P
0-VOC PM200 B VERT	VERTICAL AMINE HARDENER	P
0-VOC PM400	STANDARD GRAY POLYOL	P
0-VOC PM400 I	STANDARD GRAY POLYOL	P
1062 PRIMER CURE	PRIMER CURE FOR EL RENO NONSKID SYSTEM	A
1062 PRIMER PART A	PRIMER FOR EL RENO NONSKID SYSTEM	E
1062 WINTER CURE	PRIMER CURE FOR EL RENO NONSKID SYSTEM	A
2WATER NOVOLACRESN	CLEAR	E
2WATERCURENOVOLAC	MODIFICATION OF SHELL AQUEOUS AMINE CURE	A
3051 CHARCOAL SKID	CHARCOAL NONSKID COATING PART A	E
3051 GRAY NONSKID	GRAY NONSKID COATING PART A	E
3051 NONSKID CURE	EL RENO NONSKID COATING PART B	A
3051 NONSKID RESIN	EL RENO NONSKID COATING PART A	E
3051 RED NONSKID	RED NONSKID COATING PART A	E
3WATER NOVOLACRESN	CLEAR	E
3WATERCURENOVOLAC	MODIFICATION OF SHELL AQUEOUS AMINE CURE	A
BASF MDI URETHANE	0-VOC	I
BRIAN BONDS 150 WT	WHITE 150	E
CANARY 100 A	EPOXY BASE	E
CLEAR POLYASPARTIC	URETHANE/POLYUREA ZERO VOC	I



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Page: 1

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
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FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
COVE BASE EPOXY	EPOXY RESIN WITH CABORSIL TS-720	E
DARYL'S 200 FIX	AMINE HARDENER	A
DAVID BROACH 2:1		E
DKGRY POLYASPARTIC	URETHANE/POLYUREA ZERO VOC	I
FCE PM 200-001	PART-A, GRAY EPOXY RESIN	E
GLAZE COAT PART B	AMINE HARDENER	A
GLAZE COAT PART B2	AMINE HARDENER W/CAL CARB	A
GRAY 100 COLORPAK	PART-A, GRAY EPOXY RESIN	E
ICT M-KOTE-E TAN	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
ICT M-KOTE-E CURE	MODIFICATION OF SHELL AQUEOUS AMINE CURE	A
ICT M-KOTE-E GRAY	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
ICT M-KOTE-E IVORY	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
ICT200-EPOXY CREAM		E
ICT200-EPOXY TAN	Revised to lower pigment cost 5/2/97	E
ICT500-URETH CREAM		P
ICT500-URETHANETAN		P
JOHNSONPM-200A RED	RED EPOXY	E
M-KOTE-E CURE	MODIFICATION OF SHELL AQUEOUS AMINE CURE	A
M-KOTE-E TAN	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
M-KOTE-E GRAY	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
M-KOTE-E ALL WHITE	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
M-KOTE-E BLOK CR 5	MODIFICATION OF SHELL AQUEOUS AMINE CURE	A
M-KOTE-E BLOK RES5	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
M-KOTE-E XTJ512CUR	MODIFICATION OF HUNTSMAN XTJ512 AMINE	A
M-KOTE-U CURE		C

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Page:

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FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
M-KOTE-U TAN	WATERBORNE URETHANE, TAN	P
M-KOTE-U BLOCK CUR		I
M-KOTE-U BLOCK RES	WATERBORNE URETHANE, CLEAR COAT	P
M-KOTE-U CLEAR	WATERBORNE URETHANE, CLEAR COAT	P
M-KOTE-U CLEAR III	WATERBORNE URETHANE, CLEAR COAT	P
M-KOTE-U FLAT	NO GLOSS, FLAT, WATERBORNE URETHANE	P
M-KOTE-U GRAY	WATERBORNE URETHANE, GRAY COAT	P
NOVOLAC CURE	AMINE CURE FOR CLEAR AND PIGMENTED NOVLC	A
NOVOLAC EPOXY GRAY	PIGMENTED RESIN COMPONENT-A	P
NOVOLAC RESN CLEAR		E
0-VOC 400 CURE	ISOCYANATE CURE BASED ON BASF MP102	I
P 90	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
P-10	STRAIGHT POUR OF PGME	O
P-110	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
P-110 B	MODIFICATION OF SHELL AQUEOUS AMINE CURE	A
P90	PRIMER: CAB, CO-SOLVENTS AND PLASTICIZER	O
PM 200 ALL WHITE	PART-A, NO GRAY, JUST TIO2 PIGMENT	E
PM 200 B	AMINE HARDENER	P
PM 200 COUNTRY BLU	PART A COUNTRY BLUE W/ED-32742	E
PM 200 Darker Gray	PART-A, all Sun Gray Pigment EPOXY RESIN	E
PM 200 FORD BLUE	PART-A, FORD BLUE W/ED-32743	E
PM 200 SFTY YELLOW	PART-A, SAFETY YELLOW W/ED82596	E
PM 200 WHITE	PART-A, VERY LIGHT SUN GRAY EPOXY RESIN	E
PM 200-001	PART-A, GRAY EPOXY RESIN	E
PM 200-PROFAB BLUE	PART-A, BLUE EPOXY RESIN	E

TRADEMARK  
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358 N. Rockwell  
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Page :

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
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FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
PM 250 B	HARDENER FOR 200 VERTICAL WALL SYSTEM	A
PM 375 EPOXIPENE	NO-PREP EPOXY COATING	E
PM 375 Semi-clear	NO-PREP EPOXY COATING	E
PM 500 COND.URE	PART A STANDARD GRAY	P
PM-200A DESERT TAN	TAN EPOXY BASE	E
PM-200A LIGHT TAN	LIGHT TAN CUSTOM COLOR	E
PM-200A MED LT TAN	MEDIUM LIGHT TAN CUSTOM COLOR	E
PM-200A RED	RED EPOXY BASE	E
PM200 SPENCER GOLD	"SAFETY YELLOW"	E
PM500 COND URE DRK	PART A DARK STRAIGHT SUNGRAY	P
POLYM 500 ALLWHITE	ALL WHITE, ALL TIO2, NO GRAY	P
POLYMAX 100 A	EPOXY BASE	E
POLYMAX 125 PART B	AMINE HARDENER NORMAL CURE	A
POLYMAX 126	MEDIUM FAST CURE FOR POLYMAX 100 SERIES	A
POLYMAX 127	FAST CURE FOR POLYMAX 100 SERIES	A
POLYMAX 128 B	CYCLOALIPHATIC CURE FOR POLYMAX 100	A
POLYMAX 150A GRAY	LIGHT GRAY EPOXY BASE	E
POLYMAX 150A LTGRY	LIGHT/LIGHT GRAY EPOXY BASE	E
POLYMAX 150A LTTAN	MEDIUM LIGHT TAN EPOXY BASE	E
POLYMAX 150A RED	RED EPOXY BASE	E
POLYMAX 150A TAN	TAN EPOXY BASE	E
POLYMAX 180 B	B-COMPONENT FOR 180 FLEX EPOXY SERIES	A
POLYMAX 180 HIMOD	HIGH MODULUS FLEXIBLE EPOXY PART A	E
POLYMAX 180-001FLX	FLEXIBLE EPOXY RESIN PIGMENTED PART A	E
POLYMAX 300	PART B AMINE CURE	E

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REEL: 1843 FRAME: 0388

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Milamar Coatings, Inc.  
358 N. Rockwell  
Oklahoma City, OK 73127

Page:

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
Ending FORMULA KEY Range: XXX5 PM 200 WHITE

FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
POLYMAX 350 B CURE	WALL SYSTEM AMINE CURE FOR 300A	A
POLYMAX 400 B ISOC	MP-102 ISOCYANATE WITH BUTYL ACETATE	I
POLYMAX 500 B ISOC	STRAIGHT POUR OF BAYER N-751 ISOCYANATE	I
POLYMAX 500 CLEAR	PART A URETHANE POLYOL	P
POLYMAX 500 DKGRAY	DARK GRAY-ALL SUNGRAY	P
POLYMAX 500 F BLUE	FORD BLUE	P
POLYMAX 500 GRAY	STANDARD GRAY POLYOL	P
POLYMAX 500 WHITE	VERY LIGHT SUN GRAY POLYOL	P
POLYMAX 500-003	RED POLYOL USING PLSTC DG7195	P
POLYMAX 500-004	TAN POLYOL USING PLSTC DG45260	P
POLYMAX 500-BLACK	BLACK URETHANE POLYOL	P
POLYMAX 600 HP/CR	ACRYLATED POLYOL FORMULATION	P
POLYMAX 700 0-VOC	HP URETHANE CLEAR POLYOL FLEXIBLE	P
POLYMAX 700 GRAY	GRAY HIGH PERFORMANCE URETHANE POLYOL	P
PRIMER CURE	AMINE CURE FOR LOW VOC/VISC PRIMER	P
PRIMER LOWVOC/VISC	LOW COST, LOW VOC, LOW VISC. EPOXY PRIMR	E
PRO FAB BLUE	CUSTOM WATERBORNE EPOXY	E
REVISED POLYMAX300	PART B AMINE CURE	E
SPECIALPM-200A RED	RED EPOXY BASE	E
SWARCO TRAFFIC WHT	VERY WHITE URETHANE FOR TRAFFIC STRIPES	P
TEST 1062 ACRYLIC	PRIMER FOR EL RENO NONSKID SYSTEM	E
TEST3051 NONSKID A	EL RENO NONSKID COATING PART A	E
TEST3051 NS CUR	EL RENO NONSKID COATING PART B	A
TEST3051 NS CUR 5	EL RENO NONSKID COATING PART B	A
TEST3051 NS CUR3&4	EL RENO NONSKID COATING PART B	A

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Milamar Coatings, Inc.  
358 N. Rockwell  
Oklahoma City, OK 73127

Page: 1

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
Ending FORMULA KEY Range: XXX5 PM 200 WHITE

FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
TEST3051A ACRYLIC	WATERBORNE EL RENO NON-SKID	W
TEST3051A NS REV	EL RENO NONSKID COATING PART A	E
TEST3051A NS REV2	EL RENO NONSKID COATING PART A	E
TEST3051A NS REV3	EL RENO NONSKID COATING PART A	E
TEST3051A NS REV4	EL RENO NONSKID COATING PART A	E
TEST3051A NS REV5	EL RENO NONSKID COATING PART A	E
TEST3051A URETHANE	WATERBORNE EL RENO NON-SKID	W
TRAFFIC TAPE PRIMR	WATERBORNE CURE	A
TRAFFIC TAPE PRR A	RESIN "A" SIDE	E
TRIAL2MORTAR PATCH		D
US NAVY CURE	CURING AGENT FOR NAVY NONSKID AND PRIMER	A
US NAVY NON-SKID	PAGE 48 FM USES METALIC ALUMINUM	E
US NAVY PRIMER	SUMMER COLOR (TAN)	E
US NAVY PRIMER GRY	WINTER COLOR DARK GRAY	E
USMC GREEN STRIPE	WATERBORNE URETHANE	P
USMC WATER PMR CUR	CURE FOR EL RENO USMC PRIMER	W
USMC WATER PRM REZ	"A" COMPONENT FOR EL RENO PRIMER, WATERB	W
USMC WHITE STRIPE	WATERBORNE URETHANE	P
USMC YELLOW STRIPE	WATERBORNE URETHANE	P
USMC2WATER PRM REZ	"A" COMPONENT FOR EL RENO PRIMER, WATERB	W
USMC3WATER PMR CUR	CURE FOR EL RENO USMC PRIMER	W
USMC3WATER PRM REZ	"A" COMPONENT FOR EL RENO PRIMER, WATERB	W
USMC4WATER PMR CUR	CURE FOR EL RENO USMC PRIMER	W
USMC4WATER PRM REZ	"A" COMPONENT FOR EL RENO PRIMER, WATERB	W
USMC5WATER PMR CUR	CURE FOR EL RENO USMC PRIMER	W

TRADEMARK  
REEL: 1843 FRAME: 0390

12-08-1998  
12:23:08

FORMULA KEY/DESCRIPTION REPORT BY: FORMULA KEY  
Milamar Coatings, Inc.  
358 N. Rockwell  
Oklahoma City, OK 73127

Page: 1

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
Ending FORMULA KEY Range: XXX5 PM 200 WHITE

FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
USMC5WATER PRM REZ	"A" COMPONENT FOR EL RENO PRIMER, WATERB	W
WATER NON-SKID		E
WATER NON-SKID CUR		A
WATERBORNE PRM CR2	CURE FOR EL RENO USMC PRIMER RESIN	A
WATERBORNE PRM CUR	CURE FOR EL RENO USMC PRIMER RESIN	A
WATERBORNE PRM RES	RESIN FOR EL RENO USMC PRIMER	E
X 125 FLEX	AMINE HARDENER CURE	A
X 127 SUBSTITUTE	FASTEST CURE FOR POLYMAX 100	A
X ALL AL NONSKID	NON ABRASIVES NON-SKID DEC 6'95 FM	E
X BEIGE BASE 3051	PART A COMMERCIAL NON-SKID	E
X BLACK BASE 3051	PART A COMMERCIAL NON-SKID	E
X C A.B. TRIAL	Cellulose Acetate Butrate in 100/125	L
X COND WATER URETH	CONDUCTIVE WATERBORNE URETHANE	P
X EP-14 PAGE 32 FM	PAGE 32 WITH CAPROLACTAM & WATER	A
X EP-16 PAGE 32 FM	WITH D-2000	A
X EP-17 PAGE 32 FM	WITH D-2000, ELIMINATE 690CE	A
X EP-18 PAGE 32 FM	use small amount of 690CE, add butadiene	A
X EP-19 PAGE 32 FM	use small amount of 690CE, add butadiene	A
X EP-5 BUTADIENE 1	1ST TRIAL USING POLY bd 600 IN EP-5	A
X EP-5 BUTADIENE 2	2nd Trial increase butadiene	A
X EP-5 BUTADIENE 3	3rd Trial use Amine HH, eliminate DBP	A
X EP-5 BUTADIENE 4	4TH TRIAL, DUMP NONYL PHENOL, ADD DBP	A
X EP-5 BUTADIENE 5	5TH TRIAL, REVERT ORIGINAL NP/DBP RATIO	A
X EP-5 BUTADIENE 6	6TH TRIAL, REVERT ORIGINAL NP/DBP RATIO	A
X EP-5 BUTADIENE 7	7TH TRIAL, REVERT ORIGINAL NP/DBP RATIO	A

TRADEMARK  
REEL: 1843 FRAME: 0391

12-08-1998  
12:23:08

FORMULA KEY/DESCRIPTION REPORT BY: FORMULA KEY  
Milamar Coatings, Inc.  
358 N. Rockwell  
Oklahoma City, OK 73127

Page: 3

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
Ending FORMULA KEY Range: XXX5 PM 200 WHITE

FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
X EP-5 BUTADIENE 8	8TH TRIAL, REVERT ORIGINAL NP/DBP RATIO	A
X EP-5 BUTADIENE 9	9TH TRIAL, USE SHELL 3010	A
X EP-5 HDI & E-400	FM page 32	A
X EP-5 MDI&POLYbd	FM page 32	A
X EP-5 first trial	FM page 32	A
X EP-5/w/CAB No.12	FM page 32 w/Cllulose Acetate Butrate	A
X EP-5BUTADIENE 10	10TH TRIAL, MIXING 8TH & 9TH TRIALS	A
X EP-5BUTADIENE 11	11TH TRIAL	A
X EP-6 PAGE 32 FM	KENT'S POST OFFICE DEALEE	A
X EP-6 CLEAR	KENT'S POST OFFICE DEALEE	E
X EP-7	SHELL 828 WITH 10% CARDURA E-10	E
X EP6 BLACK RESIN	KENT'S POST OFFICE DEALEE	E
X FORBES AFB200LTG	PART-A, VERY LIGHT SUN GRAY EPOXY RESIN	E
X GRAY BASE 3051	PART A COMMERCIAL NON-SKID	E
X JENNIFER CURE	ABE CORP'S CURE DATED OCT. 30, 1995	L
X JENNIFER CURE 2	FOR ABE CORP MAKE RATIO 1:1	L
X JENNIFER CURE 3	FOR ABE CORP MAKE RATIO 1:1	L
X JENNIFER CURE 4	FOR ABE CORP MAKE RATIO 1:1	L
X JENNIFER RESIN	ABE CORP'S EPOXY RESIN FORMULATION	L
X LOWERVISC IN 500	USE CCP'S	P
X PM200 B URE FLEX	AMINE HARDENER	P
X RED BASE 3051	PART A COMMERCIAL NON-SKID	E
X US NAVY NON-SKID	PAGE 48 FM USES METALIC ALUMINUM	E
X UV COATING	UV CURED EPOXY/POLYOL	L
X WATER CURE CLEAR	MODIFICATION OF SHELL AQUEOUS AMINE CURE	A

12-08-1998  
12:23:08

FORMULA KEY/DESCRIPTION REPORT BY: FORMULA KEY  
Milamar Coatings, Inc.  
358 N. Rockwell  
Oklahoma City, OK 73127

Page: 9

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
Ending FORMULA KEY Range: XXX5 PM 200 WHITE

FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
X YELLOW BASE 3051	PART A COMMERCIAL NON-SKID	E
X-EP-15	D230, 399, NP, DBP	A
X1 127 FLEX	FAST CURE FOR POLYMAX 100 SERIES	A
X1 180 FLEX URETHN	AMINE HARDENER CURE	A
X2 125 FLEX	AMINE HARDENER CURE	A
X2 ALL ALUMINUM NS	FINAL PRODUCT, PASSES ALL TESTS	E
X2 EP-5 HDI & E-40	FM page 32	A
X2 FLAT 325-125	LO-GLOSS WATER-BASED EPOXY	A
X2 US NAVY NONSKID	PAGE 48 FM USES METALIC ALUMINUM	E
X2GRAY AQUE URE	WATERBORNE URETHANE, GRAY COAT	P
X2GRAY COND AQU UR	WATERBORNE URETHANE, GRAY COAT	P
X2PM200 B URE FLEX	AMINE HARDENER Good	P
X2TOUGE CRK FILLER	EP5 WITH MDI, For tougher crack filler	A
X3 EP-5 HDI & E-40	FM page 32	A
X3 US NAVY NONSKID	PAGE 48 FM USES METALIC ALUMINUM	E
X4 EP-5 HDI & E-40	BEST EP-5 FM page 32	A
X5 EP-5 HDI & E-40	FM page 32	A
X6 EP-5 HDI&P-425	FM page 32	A
XBED LINER (WHITE)	ACRYLATED POLYOL FORMULATION	P
XBED LINER 9/8/95	ACRYLATED POLYOL FORMULATION	P
XBED LINER REVISED	10/27/95 ADDED COLOR AND BENTONE 910	P
XEP5 with 2390/690	POUR OF AIR PRODUCTS 2390 AMINE & 690	A
XGRAY AQUEOUS URET	WATERBORNE URETHANE, GRAY COAT	P
XGRAY COND AQU URE	WATERBORNE URETHANE, GRAY COAT	P
XNAVY NON-SKID	PAGE 48 FM NO ALUMINUM TYPE L	E



12-08-1998  
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FORMULA KEY/DESCRIPTION REPORT BY: FORMULA KEY  
Milamar Coatings, Inc.  
358 N. Rockwell  
Oklahoma City, OK 73127

Page: 19

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
Ending FORMULA KEY Range: XXX5 PM 200 WHITE

FORMULA KEY	FORMULA DESCRIPTION	FORMULA CLASS
XNONSKID, WAREHOUSE		E
XPM 200 B AC/URE	AMINE HARDENER	P
XPM 200-001 AC/URE	PART-A, GRAY EPOXY RESIN	E
XPOLYMAX 300	PART B AMINE CURE	E
XTOUGH CRK FILLER	EP5 WITH MDI, For tougher crack filler	A
XWAREHOUSE CURE	CURE FOR XWAREHOUSE NON-SKID	E
XWATER EPOXY CLEAR	MODIFIED AQUEOUS WATERBORNE EPOXY RESIN	E
XXX5 PM 200 B	AMINE HARDENER	P
XXX5 PM 200 WHITE	PART-A, VERY LIGHT SUN GRAY EPOXY RESIN	E

TOTAL NO. LISTED: 234

TRADEMARK  
REEL: 1843 FRAME: 0394

12-08-1998  
12:23:08

FORMULA KEY/DESCRIPTION REPORT BY: FORMULA KEY  
Milamar Coatings, Inc.  
358 N. Rockwell  
Oklahoma City, OK 73127

Page:

Beginning FORMULA KEY Range: 0-VOC 200 DK GRAY  
Ending FORMULA KEY Range: XXX5 PM 200 WHITE

-----  
FORMULA KEY                      FORMULA DESCRIPTION                      FORMULA CLASS  
=====

Parameter Recap  
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PARAM KEY        :  
DESCRIPTION     :

FORMULA KEY : BEGIN KEY : 0-VOC 200 DK GRAY  
                          END    KEY : XXX5 PM 200 WHITE

FORMULA DESCRIPTION : BEGIN KEY    << FIRST >>  
                                      END    KEY    : << LAST >>

FORMULA CLASS    :                      BLANK FOR ALL

**PRODUCT****POLYESTER**

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**FILLER #10**  
**GEL-COAT MOLD**  
**REPAIR SYSTEM**  
**TANGERINE**  
**USE W/ MEK-P HARDENER**

**FILLER #11-I**  
**FRP BOND & FILL**  
**THIXOTROPIC/FLEXIBLE**  
**LIGHT BROWN**  
**USE W/ MEK-P OR**  
**BPO HARDENER**

**FILLER #11-II**  
**FRP BOND & FILL**  
**THIXOTROPIC/FIBER FILLED**  
**GREEN / BLACK**  
**USE W/ MEK-P OR**  
**BPO HARDENER**

**FILLER #12**  
**PATTERN & MODEL**  
**CARVABLE**  
**PINE/MAHOGANY**

**FILLER #14**  
**ULTRA FILLER**  
**RIGID MACHINEABLE**  
**ULTRA WHITE/GRAY/BROWN**

**FILLER #15-3 & 154**  
**MICRO ULTRA FILLER**  
**FLAME RETARDANT**  
**WHITE**

**REDUCER RESIN #15-3**  
**FOR USE WITH**  
**NO. 15-3 FILLER**

**FILLER #17**  
**HIGH HEAT RESISTANT**  
**FILLER**  
**BLACK/WHITE/GRAY**

**REDUCER RESIN #17**

**FILLER #17 SMCR**  
**HIGH HEAT RESISTANT**  
**FILLER / EASY SAND**  
**BLACK/WHITE/GRAY**

**FILLER #18**  
**SEMI-RIGID**  
**GRAY/MAHOGANY**  
**PINE (Qt. & Gal only)/WHITE**

**FILLER #19A**  
**POLYESTER ADHESIVE**  
**THIXOTROPIC/UNFILLED**  
**AMBER**

**FILLER #19L**  
**POLYESTER LAMINATING**  
**THIXOTROPIC/UNFILLED**  
**BLUE**  
**USE W/ MEK-P HARDENER**

**FILLER #21**  
**COMPOSITE SPRAYABLE**  
**SURFACE FILLER**  
**FIRE RETARDANT**  
**LIGHT GRAY**  
**USE W/ MEK-P HARDENER**

**FILLER #21-T**  
**SPRAYABLE SURFACE**  
**FILLER (HIGH BUILD)**  
**LIGHT GRAY**  
**USE W/ MEK-P HARDENER**

**FILLER #26**  
**MICRO LIGHT METAL**  
**FILLER, GRAY**

**FILLER #28**  
**ULTIMATE GRAPHITE**  
**FILLER, GRAY**

**FILLER #29**  
**AIR DRY PIT FILLER**  
**WHITE/BLACK/GRAY**

**FILLER #31M**  
**BOAT & BONDING PUTTY**  
**USE W/MEK-P HARDENER**  
**OFF WHITE**

**FILLER #34**  
**MODEL PLANK FILLER**  
**BROWN**

**FILLER #36**  
**UNIVERSAL PATTERN &**  
**MODEL/MACHINEABLE**  
**GRAY/MAHOGANY/PINE**

**FILLER #38**  
**BOAT PUTTY/GRAY**  
**USE W/ MEK-P HARDENER**

**FILLER #39**  
**MARINE PUTTY**  
**PIGMENT BASE**  
**USE W/ MEK-P HARDENER**

**FILLER #40**  
**POLYESTER CASTING RESIN**  
**LT.WT./LOW EXOTHERM**  
**PINK/TAN**  
**USE W/MEK-P HARDENER**

**FILLER #77**  
**HIGH HEAT RESISTANT**  
**FILLER/EASY SAND**  
**WHITE+A156**

**POLYESTER REDUCER**  
**RESIN-UNFILLED**  
**PROMOTED**  
**CAN BE USED WITH ALL**  
**POLYESTERS EXCEPT:**  
**17, 15-3, 154**

**CREAM HARDENER**  
**WHITE, BLACK, OXIDE**  
**MEK-P HARDENER**

12/9/98 8:45 EST

TRADEMARK  
 REEL: 1843 FRAME: 0396

**PRODUCT****EPOXY**

Page -2--

**ES-201-PC**  
SURFACE COAT/WHITE

**ES-204 SURFACE COAT**  
ABRASION RESISTANT/BLACK

**ES-204-SC SURFACE COAT**  
SILICON CARBIDE

ABRASION RESISTANT/BLACK

**ES-211 SURFACE COAT**  
P&P HYDROPHOBIC  
WHITE

**ES-214-2 SURFACE COAT**  
HIGH TEMP  
ABRASION RESISTANT/GRAY

**ES-215-IHG**  
SURFACE COAT  
HIGH TEMP/BLACK

**ES-215-1**  
HIGH TEMP SURFACE COAT  
-1 (FAST) HARDENER/BLACK

**ESG-215 GRAPHITE**  
HIGH TEMP/FILLED  
PATCHING PASTE/BLACK

**ESR-217-AL HIGH TEMP**  
EPOXY REPAIR PASTE  
ALUMINUM FILLED/GRAY

**ES-218 SURFACE COAT**  
ROOM TEMP-SANDABLE  
THIXOTROPIC/WHITE

**ES-218-1 SURFACE COAT**  
EPOXY PRIMER COAT  
SANDABLE/WHITE

**ES-218 F/R**  
Flame Retardant  
EPOXY PRIMER COAT  
SANDABLE/WHITE

**ES-219**  
SURFACE COAT/HIGH TEMP  
ALUMINUM FILLED/GRAY  
(NON-MDA & VCHD)

**ES-220 SURFACE COAT**  
HIGH TEMP/BLACK  
(NON MDA & VCHD)

**EL-301**  
EPOXY LAMINATING  
UNFILLED/AMBER

**EL-302**  
EPOXY LAMINATING  
WHITE

**EL-302-PC**  
EPOXY LAMINATING  
WHITE/TYPE PC

**EL-302-PCLP**  
EPOXY LAMINATING/TYPE PC  
LONG WORK LIFE/WHITE

**EL-315-IHL HIGH TEMP**  
EPOXY LAMINATING/BLACK  
(NON MDA & VCHD)

**EL-315-1**  
EPOXY LAMINATING  
UNFILLED/HIGH TEMP  
(NON MDA & VCHD)

**EL-315-2**  
EPOXY LAMINATING  
LONG WORK LIFE  
HIGH TEMP/DARK AMBER

**EL-315-3**  
EPOXY LAMINATING  
HIGH TEMP/SPRAYABLE

**EL-318**  
EPOXY LAMINATING  
ROOM TEMP/UNFILLED  
FIRE RETARDANT/AMBER

**EL-318-1**  
EPOXY LAMINATING  
LONG POT LIFE  
ROOM TEMP/FIRE RETARDANT

**EL-323-TC**  
EPOXY COMPOSITE  
TOOLING COMPOUND/GREEN

**EL-324-SC**  
EPOXY STYLING  
COMPOUND/GRAY

**EL-325-HTTC**  
EPOXY COMPOSITE  
COMPOUND VCHD/MDA  
HIGH TEMP/GRAY

**EL-325-1 HTTC**  
EPOXY COMPOSITE  
LONGER WORK LIFE/GRAY

**EL-326**  
EPOXY LAMINATING  
(NON MDA & VCHD)  
HIGH TEMP/UNFILLED/AMBER

**EL-326-1**  
EPOXY LAMINATING  
(NON MDA & VCHD)  
HIGH TEMP/UNFILLED/AMBER

**EL-327**  
EPOXY LAMINATING  
(NON MDA & VCHD)  
HIGH TEMP/FILLET/GRAY

**EL-328**  
EPOXY LAMINATING  
HIGH TEMP/BLACK

**EL-328-1**  
EPOXY LAMINATING  
LONG WORK LIFE, BLACK

**EL-335**  
EPOXY LAMINATING/AMBER  
HIGH TEMP/HIGH IMPACT  
MIX RATIO: 100:20 PBW

**EL-336**  
EPOXY LAMINATING  
HIGH TEMP/UNFILLED  
AMBER  
MIX RATIO: 100:22 PBW

**EL-337**  
EPOXY LAMINATING  
HIGH TEMP  
GRAY

8:37 EST 12/9/98

TRADEMARK  
REEL: 1843 FRAME: 0397

**PRODUCT****EPOXY**

Page -3-

**ELB-338**  
EPOXY BOND COAT  
BOND COAT/LT. GREEN

**EC-423-3**  
CASTING SYSTEM/HIGH TEMP  
W/SLOW HARDENER  
MDA FREE/GRAY

**EA-606**  
EPOXY ADHESIVE  
FAST CURE - GRAY

**EL-340**  
TOOLING COMPOUND  
HIGH TEMP/ABRASION RESIST.

**EC-425**  
CASTING SYSTEM  
CLEAR  
THIN SECTION

**EA-607**  
EPOXY KEEL ADHESIVE  
MEDIUM SET/WHITE

**CER-112**  
EPOXY LAMINATING  
ROOM TEMP  
CLEAR UNFILLED

**EC-426**  
CASTING SYSTEM  
NON MACHINABLE/BLACK  
ROOM TEMP/ABRASION RESISTANT

**EA-610 E-CRETE**  
MORTAR BINDER

**CER-112-1**  
EPOXY LAMINATING  
ROOM TEMP  
CLEAR UNFILLED

**EC-428**  
MASS CAST /ROOM TEMP  
ALUMINUM FILLED-MODERATE

**EA-611**  
EPOXY ADHESIVE  
GENERAL PURPOSE  
LONG WORK LIFE

**CER-112-2**  
EPOXY LAMINATING  
ROOM TEMP  
CLEAR UNFILLED

**EC-428-1**  
MASS CAST/ROOM TEMP  
ALUMINUM FILLED-SLOW

**EA-616**  
EPOXY ADHESIVE  
METAL TO METAL

**CER-112-4**  
EPOXY LAMINATING  
ROOM TEMP  
CLEAR UNFILLED

**EC-429**  
CASTING SYSTEM/HIGH TEMP  
UNFILLED ( MUST BE USED  
WITH FILLER OF CHOICE)

**EA-618**  
EPOXY ADHESIVE  
ALUMINUM FILLED /GRAY

**CER-112-5**  
EPOXY LAMINATING  
ROOM TEMP  
CLEAR UNFILLED

**\*EC-430**  
CASTING SYSTEM/HIGH TEMP  
CERAMIC FILLED

**EA-621**  
EPOXY ADHESIVE  
SEMI-RIGID/BLUE

**EC-401**  
MASS CASTING  
BLACK

**SP-751 FAST**  
ALUMINUM FILLED EPOXY  
CASTING SYSTEM/HIGH TEMP

**EA-623**  
EPOXY ADHESIVE  
FLEXIBLE/GRAY

**EC-405**  
CASTING SYSTEM  
VARIABLE HARD/AMBER

**SP-752 MEDIUM**  
ALUMINUM FILLED EPOXY  
CASTING SYSTEM/HIGH TEMP

**EA-623-1**  
EPOXY ADHESIVE  
FLEXIBLE/OPAQUE

**EC-409**  
CASTING SYSTEM  
ABRASION RESISTANT/DK GRAY

**SP-753 SLOW**  
ALUMINUM FILLED EPOXY  
CASTING SYSTEM/HIGH TEMP

**EA-624**  
EPOXY ADHESIVE  
RIGID/RED

**EC-423-1**  
CASTING SYSTEM/HIGH TEMP  
W/FAST HARDENER  
MDA FREE/GRAY

**EA-604**  
EPOXY ADHESIVE  
QUICK SET/GREEN

**EA-656-1**  
EPOXY ADHESIVE  
O.E.M. URETHANE REPAIR  
FLEXIBLE/ORANGE

**EC-423-2**  
CASTING SYSTEM/HIGH TEMP  
W/MEDIUM HARDENER  
MDA FREE/GRAY

**EA-605**  
EPOXY ADHESIVE/GRAY

**EA-657-1**  
EPOXY ADHESIVE  
O.E.M. URETHANE REPAIR  
RIGID/RED

**EA-605R**  
EPOXY ADHESIVE  
FIBER FILLED/GRAY

8:37 EST 12/9/98

TRADEMARK  
REEL: 1843 FRAME: 0398

LUC-4101 LOWEX  
CASTING SYSTEM  
BLACK/TAN

UC-4760-1  
URETHANE ELASTOMER  
SHORE 60D/AMBER

LUC-4102 LOWEX  
CASTING SYSTEM  
RIGID  
WHITE/GRAY

UC-4765-1  
URETHANE ELASTOMER  
SHORE 70D/AMBER

LUC-4105 LOWEX  
CASTING SYSTEM  
SLOW/GRAY

UC-4960-1  
URETHANE ELASTOMER  
SHORE 60A/AMBER

LUC-4106 LOWEX  
CASTING SYSTEM  
FAST/GRAY

LUC-4180  
URETHANE ELASTOMER  
HIGH IMPACT/WHITE

LUC-4110  
SPRAYABLE UNFILLED URETHANE  
SHORE D 73-75/BROWN

UC-4521-2  
URETHANE ELASTOMER  
CASTABLE/WATER CLEAR/SHORE D 82

UC-4615-1  
URETHANE ELASTOMER  
SHORE 15A/AMBER

UC-4635-1  
URETHANE ELASTOMER  
SHORE 40A/AMBER

UC-4650-1  
URETHANE ELASTOMER  
SHORE 50A/AMBER

UC-4675-1  
URETHANE ELASTOMER  
SHORE 80A/AMBER

UC-4685-1  
URETHANE ELASTOMER  
SHORE 85A/AMBER

UC-4750-1  
URETHANE ELASTOMER  
SHORE 50D/AMBER

12/9/98 8:50 EST

**Pledged Securities****From CASS Holdings, L.L.C.:**

<u>Issuer</u>	<u>No. of Shares</u>	<u>Class</u>	<u>Certificate No.'s.</u>
CASS Polymers, Inc.	60,740	Common	

**From CASS Polymers, Inc.:**

<u>Issuer</u>	<u>No. of Shares</u>	<u>Class</u>	<u>Certificate No.'s.</u>
Ad-Tech Plastic Systems Corp	149,150	Common	
Milamar Coatings, L.L.C.	92%	LLC Interest	6