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FORM PTO-1594

(Rev. 6-93)

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

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RECORD

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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 record the original documents or copy thereof.

1. Name of conveying party(ies):

Surface Combustion, Inc.

- ☐ Individual(s)
☐ General Partnership
☒ Corporation-State
☐ Other
- ☐ 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: _____

2. Name and address of receiving party(ies)

Name: The Huntington National Bank

Internal Address: _____

Street Address: 300 Madison Avenue

City: Toledo

State: OH

ZIP: 43604

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

See attached Exhibit 1 and Addendum to Trademark Security Agreement.

B. Trademark Registration No.(s)

See attached Exhibit 1 to Trademark Security Agreement.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Elizabeth A. Koop

Internal Address: Eastman & Smith Ltd.

PO Box 10032

Street Address: One SeaGate, 24th Floor

City: Toledo State: OH ZIP: 43604

6. Total number of applications and registrations involved: _____

41

7. Total fee (37 CFR 3.41).....\$ 1,040.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

01/28/1999 SBURNS 00000167 2037859

DO NOT USE THIS SPACE

01 EC:481 10.00 DP
02 FC:482 1000.00 DP9. 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.Elizabeth A. Koop
Name of Person Signing

Signature

Date

12

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 1846 FRAME: 0153

EXHIBIT 1

TRADEMARKS



SURFACE COMBUSTION INC

REGISTERED & PENDING TRADEMARKS

September 14, 1998

DOCKET NO.	MARK	REGISTRATION NO./ DATE	GOODS	COMMENTS
SF-1044	AIR JET QUENCH	<u>ABANDONED</u>	Cooling Metal Strip	Application SN 75/054976, 2/8/96
SF-1037	UNI-DROP	2,037,859 issued 2/11/97	Industrial Heat Treat Furnaces	
SF-1031	MULTIBAR	1,937,043 issued 11/21/95	For Heat Treat Furnaced	
SF-1025	ENDOQUENCH	1,871,203 issued 1/3/95	Heat Exchanger	
SF-1013	HX	1,814,837 issued 1/4/94	Gas Generators	
SF-1012	ESA	1,818,827 issued 2/1/94	Electrical Controls for Industrial heat Treat Furnaces	
SF-1011	TEMPMATE	1,835,266 issued 5/10/94	Controller for Industrial Heat Treating Furnaces	

September 14, 1998

DOCKET NO.	MARK	REGISTRATION NO./ DATE	GOODS	COMMENTS
SF-1010	VACUDRAW	1,813,608 issued 12/28/93	Industrial Heat Treat Furnaces	
SF-8570	IFD (stylized)	1,684,361 issued 4/28/92	Industrial Heat Treat Furnaces	Registered to Industrial Furnace Designers, Inc
SF-8560	IRX	1,681,926 issued 4/7/92	Gas Generators	
SF-8525	BATCHMASTER	1,674,955 issued 2/11/92	Industrial Furnaces	Canada; TMLA454,055; 2/16/96; Mexico; 418,570, 7/22/92
SF-8415	IONPRO	1,654,233 issued 8/20/91	Electrical Control Panels for Ion Processing Industrial heat Treat Furnaces	Canada; 403,907, 10/23/92
SF-8153	UNI-DRAW	1,632,272 issued 1/22/91	Industrial heat treat furnace	Canada, 390,943, 11/29/91
SF-7769	ULTRACASE	1,529,582 issued 3/14/89	Batch Type Atmosphere Heat Treat Furnaces for Industrial Use	
SF-7743	PYROBATCH	1,282,356 issued 6/19/84	Incinerators	
SF-7742	PYROTHERM	1,213,210 issued 10/19/82	Incinerators	

September 14, 1998

DOCKET NO.	MARK	REGISTRATION NO./DATE	GOODS	COMMENTS
SF-7741-1	TRIDENT	1,624,674 issued 11/27/90	Radiant Heating Tubes and Industrial Heat Treat Furnaces	Replaces former RN 850,230. First use; 3/16/67. Canada; 376,920, 12/7/90
SF-7740	RX	402,276 issued 7/13/43	Atmosphere Correcting Gas Converters for Heat Treating Furnaces	
SF-7739	MRX	625,400 issued 4/17/56	Gas Generators	
SF-7738	FORC-AIRE	625,403 issued 4/17/56	Furnaces	
SF-7737	AUTOCARB	631,278 issued 7/24/56	Control Equipment for Measuring and Controlling the Dew Point of Gases	
SF-7734	AUTOCARB	621,305 issued 2/14/56	Heating Systems Comprised of a Controlled Atmosphere Furnace and Equipment for Producing, Measuring, and Controlling the Atmosphere for the Furnace	
SF-7733	ALLCASE	634,384 issued 9/11/56	Furnaces	Canada: 376,575, 11/30/90

September 14, 1998

DOCKET NO.	MARK	REGISTRATION NO./ DATE	GOODS	COMMENTS
SF-7732	CASEMATE	1,352,583 issued 8/6/85	Industrial Heat Treating Furnaces, and Electronic Control Panels Sold Therewith	Canada: 375,276, 11/2/90
SF-7731	ERT	1,108,515 issued 12/12/78	Industrial Furnace Heating Elements	
SF-7730	SURFACE	648,588 issued 7/16/57	Measuring, Indicating, and Control equipment for Industrial Heating and Gas Producing Equipment, Namely Dew Point Indicators and controllers, Proportioning equipment, Control Panels, Control Houses, and Combustion Controls	Japanese trademark application No. 143267/1988; need to verify if this application is still alive.
SF-7729	SURFACE	792,229 issued 7/6/65	Gas Generators for Generating Special Gaseous Atmospheres Useful in Industrial Processes	
SF-7728	SURFACE	622,297 issued 2/28/56	Industrial Heating Equipment Including Furnaces, Ovens, Air Heaters and Auxiliary Equipment Connected Therewith	Canada: 118,142, 5/20/60 Japan: 2,373,274, 1/13/92 (renewed)

September 14, 1994

DOCKET NO.	MARK	REGISTRATION NO./ DATE	GOODS	COMMENTS
SF-7727	SURFACE	803,884 issued 2/15/66	Hydrogen Generators for Generating Hydrogen Con- taining Gaseous Atmospheres Useful in Industrial Processes	
SF-7726	SC in Cloverleaf De- sign	386,845 issued 4/22/41	Furnaces used in the Indus- trial Arts	
SF-7725	PROLECTRIC	890,485 issued 5/5/70	Electrical Heating Elements, primarily for Use in Heat Treating Operations	Canada: 376,574, 11/30/90
SF-7724	POWER CONVEC- TION	733,101 issued 6/19/62	Industrial Heating Equipment Including Furnaces, Ovens and Auxiliary Equipment Connected Therewith for Pro- ducing Heating and Cooling by Forced Convection	
SF-7723	NX	625,401 issued 4/17/56	Gas Generators	
SF-7722	MDX	625,402 issued 4/17/56	Gas Generators	
SF-7721	MAX	625,404 issued 4/17/56	Gas Generators	

September 14, 1998

DOCKET NO.	MARK	REGISTRATION NO./ DATE	GOODS	COMMENTS
SF-7720	HNX	625,399 issued 4/17/56	Gas Generators	
SF-7719	INTRA-KOOL	769,176 issued 5/5/64	Heat Exchangers	
SF-7718	DX	386,596 issued 4/15/41	Apparatus for Producing a Gas for use as a Special At- mosphere in Industrial Heat- ing Furnaces	
SF-7717	AX	625,398 issued 4/17/56	Gas Generators	
SF-7454	DATAVAC & De- sign	1,469,665 issued 12/22/87	Electrical Control Panels Sold Separately and as a Compo- nent of Industrial Vacuum Heat Treating Furnaces	

Addendum

Trademark Application for mark "GPS" filed for registration in Class 11 on or about December 3, 1998 (Serial No. not received).

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of December 15, 1998 by Surface Combustion, Inc., an Ohio corporation ("Grantor") in favor of The Huntington National Bank (the "Bank"), as parties to the Loan Agreement (as hereinafter defined);

W I T N E S S E T H:

WHEREAS, Grantor and the Bank are parties to the Credit and Security Agreement dated December 15, 1998 (as amended, modified or supplemented and in effect immediately prior to the date hereof, the "Loan Agreement") , pursuant to which the Bank has agreed to extend credit to Grantor on the terms and subject to the conditions set forth therein; and

WHEREAS, as a condition precedent to extending credit under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Bank, as follows:

SECTION I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION II. Grant of Security Interest For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, (all of the foregoing items in this clause (A) being collectively called a "Trademark") , including without limitation, those referred to in Exhibit 1 hereto;

B. all Trademark licenses;

C. all renewals, reissues, continuations, extensions or the like of any copyrights, trademarks, service marks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses (A) and (B);

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of the Grantor and symbolized by the items described in clauses (A) and (B);

E. all rights of action on account of past, present and future unauthorized use of any said copyrights, trademarks or service marks and for infringement of said copyrights, trademarks or service marks and like protection, including any Trademark, Trademark registration or Trademark license referred to on Exhibit 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

F. the right to file and prosecute applications for copyrights, and for registration of trademarks and service marks on any of said copyrights, trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world.

SECTION III. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Bank hereunder) shall remain in full force and effect in accordance with its terms.

SECTION IV. Release of Security Interest. Upon payment in full of all Liabilities and the termination of the revolving credit facility under the Loan Agreement, the Bank shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION V. Acknowledgment The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

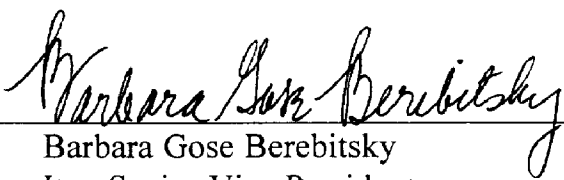
SECTION VI. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan

Agreement. Nothing in this Agreement requires Grantor to maintain the registration of or assert any Trademark.

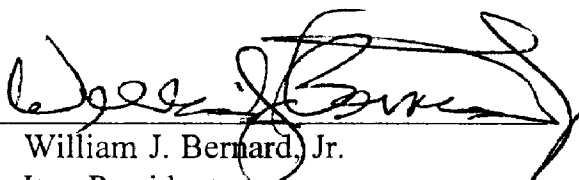
SECTION VII. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**BANK: THE HUNTINGTON NATIONAL
BANK**

By: 
Barbara Gose Berebitsky
Its: Senior Vice President

**BORROWER: SURFACE COMBUSTION,
INC., an Ohio corporation**

By: 
William J. Bernard, Jr.
Its: President

September 14, 1998

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