

02-23-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office

WRD
2-22-99



ORL



02-12-1999

100969716

To the Honorable U.S. Patent & TMO/TM Mail Rcpt Dt. #26

email documents or copy thereof.

1. Name of conveying party
Compositite, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Ohio
- Other _____

Additional names of conveying party(ies) attached?
 yes no

3. Nature of Conveyance

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

Execution Date: 4/7/93

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

Name: Star Bank, N. A.
Internal Address: _____

Street Address: _____
425 Walnut Street
City Cincinnati
State Ohio Zip: 45202

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

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).

733,648; 1,122,608; 1,669,186; 1,133,901; 1,751,291; 781,611;
1,121,425; 1,098,797; 663,661; 1,750,925; 1,090,900; 1,088,146;
1,587,331; 781,609; 761,811; 1,083,534; 748,973; 1,133,906;
624,778.

Additional numbers attached? Yes No

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

James A. Dimitrijevs
Calfee, Halter & Griswold LLP
800 Superior Avenue - Suite 1400
Cleveland, Ohio 44114-2688

CERTIFICATE OF MAILING

Date : February 9, 1999

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Va., 22202-3512.

Date: 2/9/99

Yolanda S. Toth
(Signature)

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41): \$515.00

- Enclosed
- Authorized to be charged to deposit account
 - Total Fee Due
 - Any deficiencies in the enclosed fees.

8. Deposit account number: 03-0172

The Commissioner is hereby authorized to charge our deposit account for any deficiencies in the enclosed fees.

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

02/22/1999 DMGUYEN 00000241 733648

01 FC:481
02 FC:482

40.00 OP
475.00 OP

DO NOT USE THIS SPACE

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.

James A. Dimitrijevs
Name of Person Signing

James A. Dimitrijevs
Signature

February 9, 1999
Date

Total number of pages comprising transmittal: 7



02-12-1999

TRANSFER AND ASSIGNMENT OF COLLATERAL

U.S. Patent & TMO1c/TM Mail Ropt Dt. #26

Compositite, Inc. ("Transferor"), hereby transfers, assigns and sets over to Star Bank, N.A., Cincinnati ("Transferee"), any and all right, title and interest in the following assets (the "Transferred Property"), which constitute the operations of Transferor formerly located at 262 South West Street, Lebanon, Ohio 45036, and now located at 339 Circle Freeway Drive, Cincinnati, Ohio 45246:

365

Goods, merchandise and other personal property, which are held for sale or lease or are furnished or to be furnished under a contract of service or are raw materials, work in process or materials used or consumed or to be used or consumed, and all accessions, proceeds and products thereof (hereinafter collectively referred to as "inventory"), all accounts, open accounts receivable, book debts, contract rights, notes, drafts, acceptances, instruments, chattel paper, general intangibles and other forms of obligations or receivables and all proceeds thereof, plus any and all goods returned or rejected by, or repossessed from customers (hereinafter collectively referred to as "accounts receivable"), machinery, parts, tools, accessories, attachments, additions, other goods and accessions, and including all replacements, accessions and proceeds thereof (hereinafter collectively referred to as "equipment"), all fixtures and furniture of any kind and type and located at all places of business or elsewhere and including all replacements, accessions and all proceeds thereof (collectively referred to as "fixtures and furniture"), and all general intangibles, patents, trademarks, copyrights and applications therefor, goodwill, wherever located, their products and proceeds, cash and non-cash, as further specified in a Security Agreement between Transferor and Transferee dated May 1, 1992.

Transferor and Transferor's principal, Joseph Linder, hereby indemnify and hold harmless Transferee, its shareholders, officers, directors, employees and agents from all losses, expenses, liabilities, damages, costs, and attorney's fees that Transferee may at any time incur by reason of or in any way connected with any actions, suits or claims brought or asserted against Transferee arising from Transferor's surrender of, Transferee's taking possession of, or Transferee's subsequent sale of, the Transferred Property.

Transferee's taking possession of, or Transferee's subsequent sale of, the Transferred Property.

Representation, warranties, covenants and indemnities of Transferor contained herein shall survive the date of said transfer.

Furthermore, Compositite agrees to execute and deliver any and all additional instruments necessary or appropriate to the completion of this Transfer and Assignment including, but not limited to, assignments of patents, trademarks, copyrights, and applications therefor, for filing with appropriate governmental authorities.

COMPOSITITE, INC.

Date: 4/7/93

By Joseph Linder

Joseph Linder
Chairman of the Board

As to Linder Indemnification:

Joseph Linder
Joseph Linder

AGREEMENT TO SURRENDER COLLATERAL IN PARTIAL SATISFACTION OF DEBT

This Agreement to Surrender Collateral in Partial Satisfaction of Debt entered into by Star Bank, N.A., Cincinnati, Ohio ("Star"), with Compositite, Inc. ("Compositite"), and Joseph Linder ("Linder").

W I T N E S S E T H T H A T:

WHEREAS, on May 1, 1992, Compositite executed a Revolver Note in favor of Star in the principal amount of \$1,200,000.00; and

WHEREAS, Star, as secured party, and Compositite, as debtor, are parties to a Security Agreement dated May 1, 1992 (the "Security Agreement"), pursuant to which Star has a security interest in the following property of Compositite: inventory, accounts receivable, equipment, furniture, fixtures, general intangibles, now held or existing or hereafter acquired or arising and all proceeds and products thereof, cash or non-cash (the "Collateral"); and

WHEREAS, Linder, a principal of Compositite, executed a Personal Guaranty in favor of Star supporting the payment obligations of Compositite under the Revolver Loan and Security Agreement; and

WHEREAS, in a letter dated March 31, 1993, Star declared Compositite in default under the terms of its Revolver Note and the Security Agreement, which letter and default Compositite acknowledges; and

WHEREAS, Compositite agrees to surrender ownership, possession and control of the Collateral, and agrees to transfer, assign, sell and convey the Collateral to Star in partial satisfaction of Compositite's obligations to Star under the Revolver Note; and

WHEREAS, Compositite acknowledges and consents to Star's plans to dispose of the Collateral at private sale to National Autobody Supply Company; and

WHEREAS, Compositite agrees to waive its right to redeem the Collateral and further agrees to waive its rights to cure the default, all as provided in the Revolver Note and the Security Agreement; and

WHEREAS, Compositite and Linder agree to indemnify and hold Star harmless from any and all losses and claims that Star may incur by reason of Star's taking possession and subsequent sale of the Collateral, and by reason of Compositite's prior possessory interest in the Collateral as set forth below;

NOW, THEREFORE, the parties agrees as follows:

1. Default. The parties hereby acknowledge that on March 31, 1993, Compositite was declared to be in default under a May 1, 1992 Revolver Note and Security Agreement with Star as secured party. Copies of said Revolver Note and Security Agreement are attached hereto as Exhibits A and B. Compositite hereby acknowledges its default, acknowledges receipt of the notice of default, and waives the cure period set forth under the Revolver Note and Security Agreement in order to allow Star to take immediate possession of the Collateral.

2. Surrender. Compositite agrees to assemble the Collateral and make it available to Star for removal at 9:00 a.m., April 5, 1993 at 339 Circle Freeway Drive, Cincinnati, Ohio.

3. Notice of Private Sale. Compositite acknowledges that it has received notice that Star will sell the Collateral at private sale (the "Private Sale") to National Autobody Supply Company on or after April 5, 1993, at 10:00 a.m. Compositite hereby acknowledges that it will not object to the private sale at any time.

4. Waiver of Rights of Redemption. Compositite hereby expressly waives any and all rights to redeem any portion of the Collateral.

5. Contingant Release of Compositite and Linder. Star hereby acknowledges that it releases Compositite from any and all liability pursuant to the Revolver Note, Revolving Credit Agreement and Security Agreement and also releases Compositite's principal, Joseph Linder, from any and all liability pursuant to Linder's Personal Guaranty dated May 1, 1992 with Star in the event the Private Sale closes. Provided, however, that in the event the Private Sale is attacked in any way and is judicially invalidated, Compositite and Linder acknowledge that the Note, Security Agreement and Revolving Credit Agreement will be reinstated and the Personal Guaranty executed by Linder in favor of Star shall remain in full force and effect and, in addition to supporting the Collateral for the Note, shall apply and support, dollar-for-dollar, any warranty of Compositite and Linder, or other liability of Star with respect to such Private Sale.

6. Transfer and Indemnity. Compositite hereby transfers, assigns and sets over unto Star any and all right, title and interest it has in and to the Collateral. Compositite and Linder shall indemnify and hold harmless Star, its shareholders, officers, directors, employees, and agents from all losses, expenses, liabilities, damages, costs, and attorney's fees that Star may at any time incur by reason of or in any way connected

with any actions, suits or claims brought or asserted against Star in any way challenging the validity of Compositite's surrender of, Star's taking possession of, or Star's sale of, the Collateral.

7. Reservation of Star's Rights. The parties acknowledge that this Agreement to Surrender Collateral does not affect Star's rights under the Revolver Note, Security Agreement and any guarantee or other security given as security for repayment of the Revolver Note.

8. Survival of Representations, Warranties, Covenants and Indemnities.

The representations, warranties, covenants, and indemnities of the parties shall survive the closing of this Agreement.

9. Cooperation. The parties hereto are entering into this Agreement in good faith, and each shall, prior to, on and after the date of, surrender of the Collateral, proceed expeditiously, cooperate fully with the other and take such actions as are reasonably necessary to accommodate the other and fulfill the intentions of this Agreement.

10. Miscellaneous.

a. This Agreement to Surrender Collateral may be altered, amended or modified by a writing only, signed by all the parties hereto.

b. This Agreement to Surrender Collateral contains all the terms agreed upon by the parties with respect to the subject matter hereof.

c. This Agreement to Surrender Collateral shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

d. This Agreement to Surrender Collateral having been executed and delivered in Ohio shall be governed by the laws of the State of Ohio.

e. Any and all necessary notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given if mailed by Certified Mail, postage prepaid, addressed as follows:

Compositite: Stephen M. Nechemias
Taft, Stettinius & Hollister
1800 Star Bank Center
Cincinnati, Ohio 45202

Star: Star Bank, N.A.
425 Walnut Street
Cincinnati, Ohio 45202

Attn: Chester Bryant

Copy: Thomas S. Shore, Jr.
Rendigs, Fry, Kiely & Dennis
900 Central Trust Tower
Cincinnati, Ohio 45202

IN WITNESS WHEREOF, the undersigned have executed this
document as of the 7 day of April, 1993.

COMPOSITITE, INC.

By Joseph Linder
Joseph Linder
Chairman of the Board

Joseph Linder
Joseph Linder

STAR BANK, N.A.

By C.P. Bryant
C.P. Bryant
Vice President