

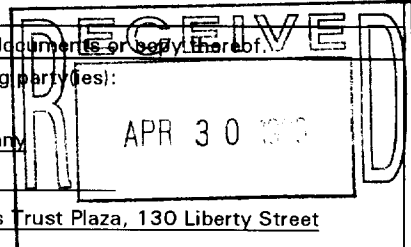
08-30-1999

Form PTO-1594
1-31-92SHEET
LYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner,

101111200

The attached original documents or copy thereof.



1. Name of conveying party(ies):

Dyno Corporation

- ☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership
☒ Corporation-State: Delaware
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other corrected assignment of security interest to amend
reg. no. 2038923 to 2039923,
originally recorded at reel/frame 1811/0001

Execution Date: October 30, 1998

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

A. Trademark Application No.(s)

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

Name: Bankers Trust Company

Internal Address:

Street Address: One Bankers Trust Plaza, 130 Liberty Street

City: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation- New York
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

Trademark Registration No.(s)

2039923

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kimberly Miller

Internal Address: White & Case LLP

[Adam Chernichaw - 1104031-0111]

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

1

7. Total fee (37 CFR 3.41): ...\$ 40.00 (for recordal of No. 2039923)

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

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

05/10/1999 DNGUYEN 00000344 1796780

DO NOT USE THIS SPACE

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NO SPEC
FEE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kimberly V. Miller

Name of Person Signing

K. V. Miller

Signature

4/30/99

Date

Total number of pages comprising cover sheet:

1

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

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

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

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11-10-1998

Form PTO-1594
1-31-92

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100876229

To the Honorable Commissioner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dyno Corporation

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Delaware
☐ Other _____

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

3. Nature of conveyance:

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

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A. Trademark Application No.(s)

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Name: Bankers Trust Company

Internal Address: _____

Street Address: One Bankers Trust Plaza, 130 Liberty StreetCity: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation- New York
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

Trademark Registration No.(s)\

1,796,780 1,930,923
 1,038,425 2,038,923
 778,815 1,983,700
 1,977,956 2,039,924
 2,181,345

Additional numbers attached? ☐ Yes ☒ No

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

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

6. Total number of applications and registration involved

9

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

- ☒ Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

11/09/1998 JSWBAZZ 00000074 1796780

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

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kimberly V. Miller

Name of Person Signing

Signature

11/4/98

Date

Total number of pages comprising cover sheet:

1

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

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

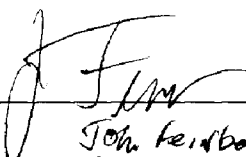
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dyno Corporation, a Delaware corporation (the "Assignor") with principal offices at 1571 West Copans Road, Suite 105, Pompano Beach, Florida 33064, hereby assigns and grants to Bankers Trust Company, as Collateral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

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


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

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

DYNO CORPORATION, Assignor

By 
Name: John Feinberg
Title: President

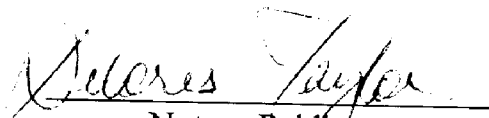
BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By 
Name: DAVID J. BELL
Title: VICE PRESIDENT

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

On this 30th day of October, 1998, before me personally came _____

JOHN FEINBERG who, being by me duly sworn, did state as follows: that [s]he is
PRESIDENT of Dyno Corporation, that [s]he is authorized to execute the foregoing
Assignment on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.


Notary Public

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

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

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

JAMES BRAGG
Notary Public, State of New York
No. 018R6005423
Qualified in New York County
Commission Expires April 13, 2000

James Bragg
Notary Public

TRADEMARKSTRADEMARKS

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

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