

08-06-1999

Patents 8-6-99 To the Holder
 Trademarks Please receive



101112458

marks:
thereof.

1. Name of Party(ies) conveying an interest:

Goshen Rubber Co., Inc.
102 W. Lincoln Avenue
Goshen, Indiana 46526

2. Name and address of Party(ies) receiving an interest:

Name: Fleet Capital Corporation
Internal Address: Attention: Loan Administration Manager
Street Address: 15260 Ventura Boulevard, Suite 400
City: Sherman Oaks
State: California Zip: 91403

Entity:

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Indiana
 Other _____

Entity:

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Rhode Island
 Other _____
Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:

Yes
 No

3. Interest Conveyed:

Assignment Association
 Security Agreement Limited Partnership
 Other _____

Execution Date: As of July 27, 1999

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached:

Yes
 No

796,750; 1,185,764; 796,751; 75/573,314; 75/647,264; 75/603,641

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

Name: Federal Research Corporation
Internal Address: Suite 101
Street Address: 400 Seventh Street, N.W.
City: Washington
State: District of Columbia Zip: 20004

6. Number of applications, patents, or registrations involved:

6

7. Amount of fee enclosed or authorized to be charged:

\$165.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

9. Date of execution of attached document As of July 27, 1999

10. 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 documents.

08/09/1999 MTHRI1 0000003 796750

August 3, 1999

Date

01 FC:481
02 FC:482

40.00 DP
125.00 DP

Signature

Wesley E. Odom

Name of Person Signing

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 27, 1999, is executed by Goshen Rubber Co., Inc., an Indiana corporation ("Borrower"), in favor of Fleet Capital Corporation ("Agent"), for itself and as agent for certain lenders ("Lenders").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") among Borrower, Lenders and Agent, Agent and Lenders have agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Agent; and

D. Pursuant to the Security Agreement, Borrower has granted to Agent a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

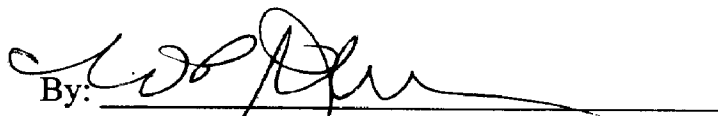
Borrower does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Agent's address is:

Fleet Capital Corporation
15260 Ventura Boulevard
Suite 400
Sherman Oaks, California 91403
Attn: Loan Administration Manager
Telecopier No.: (818) 382-4291

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

GOSHEN RUBBER CO., INC.

By: 
Name: W. JOHNSON
Title: PRESIDENT

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Indiana)
) ss.
COUNTY OF Elkhart)

On July 20, 1999, before me, Denise C. Davis
(Name and Title of Officer)

personally appeared WP Johnson, President

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Denise C. Davis
Signature Of Notary

*My Commission Expires
4-18-08*

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

Individual
 Corporate Officer
President
 Title(s)

- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____
- Limited
- General

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

 Title Or Type Of Document

 Number Of Pages

 Date Of Document

 Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
TETRASEALS	United States Federal	9/28/65 renewed 12/10/85	796,750
V-HICULAR and design	United States Federal	01/12/82	1,185,764
ANG-L-SEALS	United States Federal	9/28/65 renewed 12/10/85	796,751

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Application No.</u>
VIGOR MOUNT	United States Federal	10/19/98	75/573,314
VIGOR MOUNT	Canada	4/14/99	1011920
VIGOR MOUNT	Europe	4/13/99	1136944
VIGOR MOUNT	Mexico	4/16/99	371673
GR GOSHEN	United States Federal	2/24/99	75/647,264
RUBBER (stylized)			
NYTECH	United States Federal	12/11/98	75/603,641
NYTECH	Canada	_____	_____
NYTECH	Europe	_____	_____
NYTECH	Mexico	_____	_____