

Tab settings

To the Honorable Commissioner of Patent

101112196

original documents or copy thereof

1. Name of conveying party(ies):

Global Asphalt Products, Inc.

MRD
8-5-99

- Individual(s)
- General Partnership
- Corporation-State Pennsylvania
- Other

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

2. Name and address of receiving party(ies)

Name: Champion Road Machinery, Inc.

Internal Address: _____

Street Address: 8844 Mount Holly Road

City: Charlotte State: NC ZIP: 28214

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State North Carolina
- 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

3. Nature of conveyance:

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

Execution Date: May 12, 1999

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

1,899,582 and 2,081,368

Additional numbers attached? Yes No

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

Name: David V. Radack, Esquire

Internal Address: Eckert Seamans

Cherin & Mellott, LLC

Street Address: 600 Grant Street

44th Floor

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2556

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

08/06/1999 MTHA11 00000202 022556 1899582

DO NOT USE THIS SPACE

01 IC:481 40.00 CH
02 IC:482 25.00 CH

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.

David V. Radack

Name of Person Signing

Signature

August 2, 1999

Date

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

18

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 001940 FRAME: 0754

**PATENT AND TRADEMARK
SECURITY AGREEMENT**

This Patent and Trademark Security Agreement ("Agreement") is made this 12th day of May, 1999 by and between Global Asphalt Products, Inc., a Pennsylvania corporation ("Debtor") having its principal place of business at 1445 Sheffler Drive, Chambersburg, Pennsylvania 17201-4832 and Champion Road Machinery, Inc., a North Carolina corporation ("Secured Party") having its principal place of business at 8844 Mount Holly Road, Charlotte, North Carolina 28214.

RECITALS

A. Debtor has acquired this day by virtue of an Intellectual Property Assignment Agreement (the "Assignment Agreement") from Champion Road Machinery Limited the trademark **PRO-PAV SERIES**, United States Trademark Registration No. 1,899,582 and German Trademark Registration No. 2,081,368 along with the goodwill of the business symbolized thereby (the "Trademarks").

B. Debtor has also acquired this day by virtue of the Assignment Agreement from Champion Road Machinery Limited the United States Patents listed on Exhibit A attached hereto and made a part hereof as Schedule A (the "Patents").

C. Debtor has also acquired this day by virtue of the APA (as hereinafter defined) from Secured Party all rights to and interests in: (i) all trade names, brand names, brands and slogans Related to the Business; (ii) all inventions, patents, patent rights and patent applications (including all reissues, divisions, continuations and extensions of any patent or patent application) Related to the Business; (iii) all copyrights, registrations and applications for

copyrights (and all future income from such copyrights), including all waivers of moral rights, Related to the Business; (iv) all rights and interests in and to designs, know-how, manufacturing, engineering and other drawings and manuals, technology, blue prints, patterns, dies, research and development reports, technical information, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise Related to the Business; (v) all rights to damages and profits by reason of the infringement of any of the intellectual property listed in items (i) to (iv), inclusive; and (vi) all other intellectual property rights throughout the world Related to the Business (collectively, the "Intellectual Property Rights"). For the purposes herein, "Related to the Business" means used in, arising from, or relating in any manner exclusively to the business of the Secured Party's PRO-PAV Division consisting of the design, manufacture, production, development, sale and servicing of asphalt paving equipment and related attachments and parts at 1445 Sheffler Drive, Chambersburg, Pennsylvania through April 30, 1999.

D. Secured Party and Debtor are parties to an Asset Purchase Agreement dated as of April 30, 1999 ("APA") wherein the Debtor borrowed money from the Secured Party as evidenced by a Promissory Note (the "Note"), in order to acquire the Intellectual Property Rights, Trademarks and Patents.

E. In order to secure such borrowing, Debtor granted to Secured Party a security interest in and to the Intellectual Property Rights, Trademarks and Patents and Debtor agreed to execute a Trademark and Patent Security Agreement evidencing such security interest.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and

intending to be legally bound, the parties hereto agree as follows:

1. **SECURITY INTEREST**. Debtor hereby pledges, assigns and grants to Secured Party a security interest in the Intellectual Property Rights, Trademarks and the Patents, and any and all Intellectual Property (as such term is defined in the APA) of the Assignor acquired, assigned, created or otherwise existing after the date hereof (hereinafter collectively referred to as "Collateral"). The pledge, assignment and security interest granted in this Agreement shall secure the prompt and indefeasible payment and performance of all now existing and future obligations of Debtor to Secured Party arising out of this Agreement, the APA, any Related Document (as defined in the APA) to which Debtor is a party, including, without limitation, the Note or by operation of law (all hereinafter called "Obligations").

2. **WARRANTIES AND COVENANTS**

Debtor warrants and agrees that:

A. Debtor will pay and perform all of the Obligations according to their terms.

B. All of the existing Collateral is valid and subsisting in full force and effect, and Debtor has good and marketable title thereto, and the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents including, without limitation, the filing of any renewal affidavits and applications.

C. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license

relating thereto, except as permitted herein, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party. Nothing in this Agreement shall be deemed a consent by Secured Party, in its sole discretion, to any such action, except as such action is expressly permitted hereunder.

D. Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (*or similar documents*) with respect to the Collateral signed only by Secured Party. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

E. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

F. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including, but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to

Secured Party for any such payment, and all such payments shall be payable on demand together with interest at the rate set forth in the Note and shall be part of the Obligations secured hereby.

G. Debtor shall not file any application for the registration of any of the Intellectual Property Rights with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country, unless Debtor has by thirty (30) days prior written notice, informed Secured Party of such action. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Collateral.

H. Debtor has not abandoned any of the Collateral and Debtor will not do any act, nor omit to do any act, whereby the Trademarks or Patents may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will render any assistance, as Secured Party may determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks or Patents as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Debtor will promptly notify Secured Party if Debtor learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use by any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents.

K. Debtor assumes all responsibility and liability arising from the use of the Collateral and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim or suit brought against Secured Party, including, without limitation, any loss, damage, or expense arising therefrom (*including, without limitation, reasonable attorneys' fees*) which suit or claim arises out of any alleged defect in any product manufactured, promoted, or sold by Debtor (*or any affiliate or subsidiary thereof*) in connection with any Collateral or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (*or any affiliate or subsidiary thereof*).

L. In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of or with respect to this Agreement, Debtor will not interpose any counterclaim of any nature, except any compulsory counterclaim.

3. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable without notice or demand, at the option of Secured Party, upon the occurrence of any of the following events, each of which shall constitute an Event of Default hereunder and under the APA and any Related

Document (as defined in the APA):

A. Debtor fails to pay or perform any Obligations when due.

B. Debtor fails in the observance or performance of any agreements, covenants or conditions contained herein or in the APA or any Related Document or in any other document or instrument referred to herein or therein and such failure is not corrected within any grace period provided therein.

C. Any present or future representation or warranty made by or on behalf of the Debtor, whether contained herein, in the APA or any Related Document or in any other document or instrument referred to herein or therein in connection with any of the transactions contemplated herein or therein, shall be false or incorrect.

D. Any Event of Default pursuant to any other agreements between Debtor and Secured Party, including, without limitation, the APA.

E. Debtor defaults in payment when due of any indebtedness now or hereafter owed for monies borrowed from anyone other than Secured Party.

F. The occurrence of any of the following with respect to Debtor or any guarantor of the liability of Debtor to Secured Party: dissolution; termination of existence; insolvency; business cessation; calling of a meeting of creditors; appointment of a receiver for any property; assignment for the benefit of creditors; voluntary commencement of any proceeding under any bankruptcy or insolvency law; entry of a court order which enjoins or restrains the conduct of business in the ordinary course; failure to pay any federal, state or local tax or U.S. Customs duty or fee unless the same is being contested in good faith and is funded by an adequate reserve.

4. **RIGHTS AND REMEDIES**

Upon the occurrence of any such Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under law, this Agreement, the APA or any Related Document or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder.

A. Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto or any Patent for any purpose whatsoever. Secured Party may make use of any of the Collateral for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any affiliate or subsidiary of Debtor.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. Secured Party shall have the power to buy the Collateral or any part thereof, and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Subparagraph 2E hereof, one or more instruments of assignment of the Trademarks or Patents (*or any application, registration, or recording relating thereto*), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all court costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees.

E. Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or Obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the rate set forth in the Note.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, under this Agreement, the APA, any Related Document or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the addresses indicated above (*or to such other addresses as either party may designate by notice in accordance with the provisions of this Paragraph*).

C. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

D. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party

to be charged thereby.

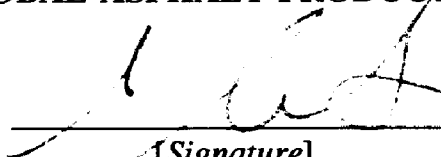
E. The validity, interpretation, and affect of this Agreement shall be governed by the laws of the United States of America and the laws of the Commonwealth of Pennsylvania. Debtor hereby irrevocably consents to the non-exclusive jurisdiction of all Federal and State courts in the Commonwealth of Pennsylvania, and waives trial by jury in any action or proceeding involving this Agreement or the other Agreements. The Debtor hereby further waives personal service of any and all process upon the Debtor and consents that any process or notice of motion or other application to either of said Courts or a Judge thereof, or any notice in connection with any proceedings hereunder may be served (i) inside or outside the Commonwealth of Pennsylvania by registered or certified mail, return receipt requested, directed to the Debtor at the address set forth above or of which the Debtor advises Secured Party, in

writing, and service so made shall be deemed complete five (5) days after the same shall have been posted, or (ii) in such manner as may be permissible under the rules of said Courts.

F. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

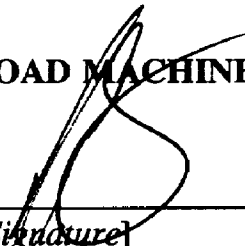
GLOBAL ASPHALT PRODUCTS, INC.

By: 
[Signature]

HUEY CARTER
[Typed/Printed Name]

Title: _____

CHAMPION ROAD MACHINERY, INC.

By: 
[Signature]

PAT O'LEARY
[Typed/Printed Name]

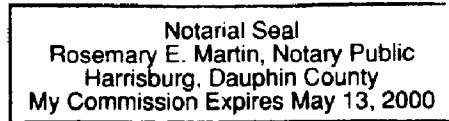
Title: CEO

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF PA)

On this 28 day of May, 1999, before me personally came _____
Hugh Latimer, to me known, who being duly sworn did depose and say, that
he/she is the President of GLOBAL ASPHALT PRODUCTS, INC.,
the corporation described in and which executed the foregoing instrument; and that he/she signed
his/her name thereto by order of the Board of Directors of said corporation.

Rosemary E. Martin
Notary Public

[NOTARIAL SEAL]



COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF)

On this 15th day of May, 1999, before me personally came _____
PATRICK OWEN, to me known, who being duly sworn did depose and say, that
he/she is the CHIEF FINANCIAL OFFICER of CHAMPION ROAD
MACHINERY, INC., the corporation described in and which executed the foregoing
instrument; and that he/she signed his/her name thereto by order of the Board of Directors of
said corporation.

J. O. Murphy
Notary Public

[NOTARIAL SEAL]

SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

PATENTS

U.S. PATENT NO.	TITLE
5,139,362	HEAT PASSAGE TUNNEL FOR SCREED BURNER
5,341,895	MOVABLE CONTROL CONSOLE
D357,453	INSTRUMENT CONSOLE
D357,454	INSTRUMENT CONSOLE
5,378,956	MOISTURE RESISTANT CERAMIC IGNITER FOR A BURNER
5,479,908	ENGINE SPEED CONTROL DEVICE
5,492,433	TRAVELLING SKI GRADE REFERENCE FOR ASPHALT PAVING MACHINE
5,531,542	DUAL AUGER/CONVEYOR DRIVE FOR PAVER
5,507,591	POWER CROWN ON ASPHALT MACHINE
5,543,180	MOISTURE RESISTANT CERAMIC IGNITER FOR A BURNER

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Global Asphalt Products, Inc., a Pennsylvania corporation having its principal place of business at 1445 Sheffler Drive, Chambersburg, Pennsylvania 17201-4832 ("Debtor"), hereby appoints and constitutes Champion Road Machinery, Inc., a North Carolina corporation having its principal place of business at 8844 Mount Holly Road, Charlotte, North Carolina 28214 ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power of authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title and interest of Debtor in and to the Intellectual Property Rights, Trademarks and Patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

3. This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Debtor and Secured Party of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement.

4. Initially capitalized terms used herein and not otherwise defined shall have the meanings given them in the Security Agreement.

Dated as of May 25, 1999.

GLOBAL ASPHALT PRODUCTS, INC.

By: 

[Signature]

ATTORNEY AT LAW

[Typed/Printed Name]

Title: _____

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Dauphin)SS:
)

On this 28 day of May, 1999, before me personally came _____

Hugh Latimer, to me known, who being duly sworn did depose and say, that

he/she is the President of GLOBAL ASPHALT PRODUCTS, INC.,

the corporation described in and which executed the foregoing instrument; and that he/she signed

his/her name thereto by order of the Board of Directors of said corporation.

Rosemary E. Martin
Notary Public

[NOTARIAL SEAL]

Notarial Seal
Rosemary E. Martin, Notary Public
Harrisburg, Dauphin County
My Commission Expires May 13, 2000