

10-21-1999



101178278

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/21/1999 NTHA11 00000029 1882841

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
300.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001976 FRAME: 0982

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,882,841"/>	<input type="text" value="1,753,683"/>	<input type="text" value="1,552,593"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,343,933"/>	<input type="text" value="771,858"/>	<input type="text" value="874,431"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="856,430"/>	<input type="text" value="1,134,013"/>	<input type="text" value="1,823,598"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Bruce Tittel
Name of Person Signing

Signature

10/15/89
Date Signed

Security Agreement: IRD Mechanalysis to The Fifth Third Bank

Additional Trademarks:

1,953,099

1,785,342

1,529,404

2,015,170 (formerly Ser. No. 74/717,291)

Tab settings =>

RECEIVED REC
AUG 26 1996
RECEIPT ACTING DIV.
To the Honorable Commissioner of Patents

08-28-1996



100261740

HEET
481-40-482-375
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
8/26/96

attached original documents or copy thereof.

1. Name of conveying party(ies):
IRD Mechanalysis, 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: 7/16/96

2. Name and address of receiving party(ies)

Name: The Fifth Third Bank

Internal Address:

Street Address: 38 Fountain Square Plaza

City: Cincinnati State: Ohio ZIP: 45202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Ohio
- 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) & addresses attached? Yes No

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

A. Trademark Application No.(s)

74/717,291

B. Trademark Registration No.(s) 1,577,548;

1,882,841; 1,753,683; 1,552,593;
1,343,933; 771,858; 874,431; 856,430;
1,134,013; 1,823,598; 1,772,228; 1,585,45
1,953,099; 1,785,342; 1,529,404

Additional numbers attached? Yes No

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

Name: Bruce Tittel, Esq.

Wood, Herron & Evans

Internal Address:

2700 Carew Tower

Cincinnati, OH 45202

Street Address: 441 Vine Street

Cincinnati, OH 45202

City: State: ZIP:

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

160 DM 08/28/96 74717291
160 DM 08/28/96 74717291

DO NOT USE THIS SPACE

1 481 40.00 CK
1 482 375.00 CK

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.

Bruce Tittel
Name of Person Signing

Bruce Tittel
Signature

8/26/96
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 001976 FRAME: 0985

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, IRD MECHANALYSIS, INC. , an Ohio corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to THE FIFTH THIRD BANK (herein referred to as "Assignee"), and has entered into a Security Agreement as Mortgage Trademarks and Patents (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations, and all process thereof, including, without limitation, any and all causes of actions which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as is fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 16th day of July, 1996.

IRD MECHANALYSIS, INC.

By: Tony L. Shipley
Name: Tony L. Shipley
Its: President

Lynda J. Shipley
Lynda J. Shipley
Secretary

STATE OF OHIO }
 }SS
COUNTY OF HAMILTON }

BEFORE ME, a Notary Public, in and for said State, personally appeared Cory Shively
the duly authorized President of IRD MECHANALYSIS, INC. an Ohio corporation
who acknowledged that he did sign the foregoing instrument on behalf of the Borrower and that the same is his free
act and deed as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17TH day of
July, 1996.

Karen A. Wilzbach
Notary Public

KAREN A. WILZBACH
Print Name

My County of Residence Hamilton

My Commission Expires 12/16/98



KAREN A. WILZBACH
Notary Public, State of Ohio
My Commission Expires Dec. 16, 1998

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
AMETHYST	January 16, 1990	1,577,548 ✓
DATAPAC	March 7, 1995	1,882,841 ✓
FASTTRACK	February 23, 1993	1,753,683 ✓
INTELLI-CARD	August 22, 1989	1,552,593 ✓
INTELLI-TREND	June 25, 1985	1,343,933 ✓
IRD	June 23, 1964	771,858 ✓
IRD	August 5, 1969	874,431 ✓
MECHANALYSIS	September 10, 1968	856,430 ✓
MIRDAC	April 29, 1980	1,134,013 ✓
MPULSE	February 22, 1994	1,823,598 ✓
PMPOWER	May 18, 1993	1,772,228 ✓
TEC		
SMARTMETER		
SENTRY & DESIGN	March 6, 1990	1,585,459 ✓
IQ2000	January 30, 1996	1,953,099 ✓
LASETACH	August 3, 1993	1,785,342 ✓
ATAM		
*Assigned to ATAM Systems, Inc.	March 14, 1989	1,529,404 ✓

TRD Mechanalysis, Inc. Trademark Applications:

CML	August 18, 1995	74/717,291
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