

11-02-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

M2D 11/1/99

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 ErrorReel # Frame # ☐ Corrective DocumentReel # Frame #

Conveyance Type

☐ Assignment☐ License☒ Security Agreement☐ Nunc Pro Tunc Assignment☐ MergerEffective Date
Month Day Year
☐ Change of Name☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year
Name Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)

City

TN

State/Country

46601

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☒ 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.)

11/01/1999 DNGUYEN 00000319 75562156

FOR OFFICE USE ONLY

01 FC:481
02 FC:48240.00 OP
100.00 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. 20231TRADEMARK
REEL: 001983 FRAME: 0158

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

(219) 232-2031

Name

Patricia E. Primmer, Esq.

Address (line 1)

May, Oberfell & Lorber

Address (line 2)

300 North Michigan Street

Address (line 3)

South Bend, IN 46601

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)

75562156

1,853,597

75562098

1,900,330

75562099

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

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.

John Talley

Name of Person Signing

John E. Talley

Signature

10/29/99

Date Signed

**PATENT AND TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Assignment") is executed and delivered to be effective the 24th day of August, 1999, by C.O. TOOLS, INC., an Indiana corporation ("Assignor"), whose address is 25837 Borg Road, Elkhart, Indiana 46515, to and in favor of KEYBANK NATIONAL ASSOCIATION, a national banking corporation ("Bank"), whose address is 202 South Michigan Street, South Bend, Indiana 46601.

Assignor has executed and delivered a number of promissory notes (hereinafter collectively referred to as "Note") to the Bank pursuant to a certain Workout Agreement and Amendments to Loan Agreements between Assignor and Bank (the "Agreement"). In order to induce the Bank to execute and deliver the Agreement, Assignor has agreed to assign to Bank certain patent and trademark rights. This Assignment is being executed contemporaneous with the Agreement.

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement.

NOW THEREFORE, in consideration of the foregoing, Assignor hereby agrees with Bank as follows:

1. To secure the complete and timely satisfaction of all Obligations, Assignor hereby grants, assigns and conveys to Bank the entire right, title and interest in and to any and all patents and patent applications, trademark applications and registered trademarks, service mark applications and registered service marks, copyrights and copyright applications, whether now existing or hereinafter created, including but not limited to those items listed on Exhibit "A" attached hereto and made a part hereof, including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto (all of the foregoing are collectively called the Patents and Trademarks), and the goodwill of the business to which each of the Patents and Trademarks relates, all general intangibles, including, but not limited to all trade secrets and other proprietary information, trademarks, servicemarks, patents and copyrights, and business names and the goodwill of the business relating thereto; unpatented inventions, whether or not patentable; patents of the debtor, including any divisions, renewals or reissues thereof, and variations or modifications and new applications of the technology covered by the patent; and all modifications, renewals, reissues or additions to any trademarks or tradenames; license agreements related to any of the foregoing; books; records; computer tapes or discs; flow programs; specification sheets; source codes; object codes and any physical manifestations; and any proceeds or payments received as a result thereof, including, but not limited to, accounts, instruments, documents, chattel paper, or other general intangibles, now owned or hereafter acquired and wherever located.

2. Assignor hereby covenants, agrees, and warrants that:

- a. The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- b. Each of the Patents and Trademarks is valid and enforceable;
- c. No claim has been made that the use of any of the Patents and Trademarks does or may violate the rights of any Person;
- d. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges, encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons;
- e. Assignor has the unqualified right to enter into this Assignment and perform its terms;
- f. Assignor intends to use proper statutory notice in connection with its use of the Patents and Trademarks; and
- g. Assignor has used, and will continue to use, consistent standards of quality in its manufacture of products sold under the Patents and Trademarks.

3. Assignor hereby grants to Bank and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Patents and Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Bank to ensure Assignor's compliance with paragraph 2(g).

4. Assignor shall not enter into any agreement which is inconsistent with Assignor's obligations under this Assignment, without Bank's prior written consent.

5. Assignor shall give Bank prompt written notice should it obtain the rights to any new Patents and Trademarks; regardless of such notice, the terms and conditions of this Assignment shall automatically apply to any and all new Patents and Trademarks.

6. Assignor authorizes Bank to modify this Assignment by amending Exhibit "A" to include any future trademarks, trademark applications, service marks, service mark applications, patents, patent applications, copyrights and copyright applications and shall cooperate in all request of Bank for the assignment to Bank of such future patents, trademarks, service marks and patents.

7. Unless and until there shall have occurred an Event of Default, Bank hereby grants to Assignor the exclusive, nontransferable right and license to use the Patents and

Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Bank.

8. Upon any Event of Default, Assignor's license under the Patents and Trademarks, as set forth in paragraph 7, shall terminate and the Bank shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any Jurisdiction in which the Patents and Trademarks may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and with other notice (except as set forth next below) or demand whatsoever to Assignor, all of which Assignor hereby expressly waives, and without advertisement, sell at public or private sale or otherwise realize upon, at Assignor's place of business or elsewhere, all or from time to time any of the Patents and Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and Trademarks all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the Obligations in such order as the Bank may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents and Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Patents and Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Bank in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents and Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks, shall be borne and paid by Assignor on demand by Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Agreement.

10. Assignor shall have the duty, through counsel acceptable to Bank, to prosecute diligently any trademark application, service mark application, and patent application of the Patents and Trademarks pending as of the date of this Assignment or thereafter, to make federal application on registerable but unregistered Patents and Trademarks, service marks and patents to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Patents and

Trademarks. Any expenses incurred in connection with the Patents and Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of Bank, which consent shall not be unreasonable withheld.

11. Assignor shall have the right, with the prior written consent of Bank, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents and Trademarks, in which event the Bank may, if necessary, be joined as a nominal party to such suit if Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such Joinder. Assignor shall promptly, upon demand, reimburse, and indemnify Bank for all damages, costs, and expenses, including attorneys fees, incurred by Bank in the fulfillment of the provisions of this paragraph.

12. Assignor hereby irrevocably authorizes and empowers Bank to make, constitute, and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Bank to use the Patents and Trademarks, or to grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patents and Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

13. If Assignor fails to comply with any of its obligations hereunder, Bank may do so in Assignor's name or in Bank's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Bank in full for all expenses, including reasonable attorney fees, incurred by Bank in protecting, defending and maintaining the Patents and Trademarks.

14. This Assignment is irrevocable and shall not terminate unless and until: (a) the Obligations shall have been fully paid; (b) no person who shall have made payment on the Obligations, directly or indirectly, shall commence or have commenced against it as debtor any bankruptcy or insolvency proceeding for a period of 140 days following such payment or, if longer, an preference period under any applicable state insolvency law plus ten days.

15. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power, or privilege hereunder, under the Agreement, under any other agreement, document, or instrument between Bank and Assignor, or applicable law, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Bank's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

18. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties, except as provided in paragraph 6.

19. All rights of Bank under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of Assignor shall bind its successors or assigns.

20. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the state of Indiana.

WITNESS the execution hereof under seal of the day and year first written above.

ASSIGNOR:

C.O. Tools, Inc.

By: *SM Bernathy*
Its: *President*

BANK:

KeyBank National Association

By: *John Tally*
Its: *Vice President*

TRADEMARK

REEL: 001983 FRAME: 0164

EXHIBIT A

<u>Trademark</u>	<u>Registration/Application Number</u>	<u>Date</u>
Genus IV	1,853,597(Reg.)	9/13/94
PRIME-KLIP	1,900,330(Reg.)	6/20/95
Gold Seal Plastics	75 562,156(App.)	9/30/98
Shadow	75 562,098(App.)	9/30/98

<u>Service Mark</u>	<u>Application Number</u>	<u>Date</u>
Gold Seal Plastics	75 562,099	9/30/98

<u>Patent</u>	<u>Application Number</u>	<u>Date</u>
SINK DESIGN	09 203,471	12/2/98

B. All of Borrower's right, title and interest in certain Trademark Registrations filed with the Indiana Secretary of State's Office, more particularly described as follows:

<u>Trademark</u>	<u>Registration Number</u>	<u>Date</u>
ELIMINATOR	5009-9877	
PREMIERE COVER	5009-9876	
PREMIERE GUARD	5009-9875	
PRIME DESIGNS	5009-9874	
SURE PARK	5010-1257	

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