

FORM P-106 (8/98)
Expires 06/30/99
OMB 0651-0027

02-04-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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OPR/FINANCE

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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
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution 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 attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

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.)

FOR OFFICE USE ONLY

02/03/2000 DNGUYEN 00000249 75537135

01 FC:481
02 FC:482

40.00 OP
50.00 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: 002016 FRAME: 0576

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" value="75537135"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1441792"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1501144"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.) #

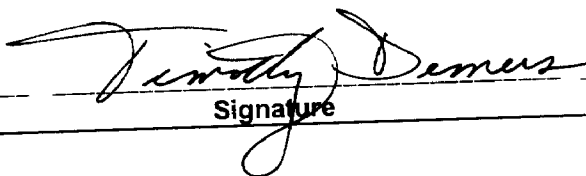
Deposit Account Number:

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.

Timothy F. Demers, Esquire
Name of Person Signing


Signature

12-27-99
Date Signed

**NOTICE OF SECURITY INTEREST IN
TRADEMARKS FOR RECORDING**

This document is executed between the parties hereto as a notice for the purpose of recording certain of the terms and conditions as contained in the hereinafter referenced Trademark Security Agreement between the parties.

Debtor: CAMPBELL MANUFACTURING, INC.

Secured Party: FIRST UNION NATIONAL BANK


1. Debtor and Secured Party are parties to a Second Amendment to Amended and Restated Loan Agreement dated the date hereof pursuant to which the Debtor desires to assign to Secured Party and grant to the Secured Party a lien upon and security interest in all of its trademarks, service marks, tradenames, and the goodwill associated therewith.

2. The Debtor and Secured Party are parties to a Trademark Security Agreement pursuant to which the Debtor has granted, assigned and conveyed to the Secured Party and granted to the Secured Party a lien upon and security interest in all of Debtor's trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames, all of which are listed on Schedule A attached hereto (as the same may be modified and amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, but not limited to, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively referred to herein as the "Marks"), together with all Marks of Debtor which may be acquired, used or which may otherwise arise hereafter, which shall be deemed to be included in the "Marks" as used herein, as well as the goodwill of the business to which each of the Marks relates.

All rights and obligations herein set forth shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Notice of Security Interest in Trademarks this 15th day of December, 1999.

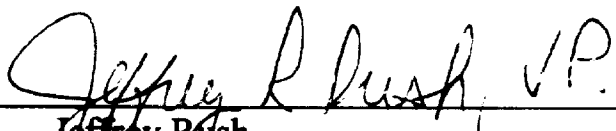
CAMPBELL MANUFACTURING, INC.

By 

Emery Davis
President

Attest: _____
Secretary
"Debtor"

FIRST UNION NATIONAL BANK

By 

Jeffrey Rush
Vice President
"Secured Party"

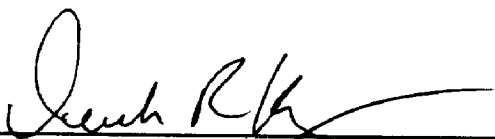
STATE OF WISCONSIN
~~COMMONWEALTH OF PENNSYLVANIA~~ :

: SS

COUNTY OF DANE :

On this, the 15th day of December, 1999, before me, a notary public for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Emery Davis, who acknowledged himself to be the President of Campbell Manufacturing, Inc. being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public Derek R. Kritzer

COMMONWEALTH OF PENNSYLVANIA :

: SS

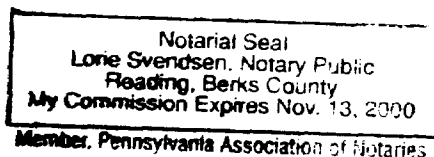
COUNTY OF *BERKS* :

On this, the 15 day of December, 1999, before me, a notary public for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Jeffrey Rush, who acknowledged himself to be the Vice President of First Union National Bank, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lorie Svendsen

Notary Public



SCHEDULE "A"

See attached Schedule 10n

SCHEDULE 10n
LIST OF REGISTERED TRADEMARKS OF SELLER

1. ISOMEGA, U.S. Reg. 1,441,792 (registered June 9, 1987).
2. POINT SOURCE, U.S. Reg. 1501144(registered August 23, 1988).
3. REMEDIATOR, (pending), U.S. Appln. 75/537,135 (filed August 14, 1998).