

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

02-11-2000

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

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### OPR/FINANCE 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 \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12 30 99

Name Bank of America, NA

Formerly Boatmen's National Bank of St. Louis

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other a National Association
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

#### Receiving Party

Mark if additional names of receiving parties attached

Name Aladdin Temp-Rite LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 555 Marriott Drive

Address (line 2) Suite 4

Address (line 3) Nashville TN 37214

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other limited liability company
- Citizenship/State of Incorporation/Organization Tennessee

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

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01 FC:481 40.00 OP  
02 FC:488 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. 20503

REEL: 002020 FRAME: 0042

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="443,022"/>	<input type="text" value="443,023"/>	<input type="text" value="575,093"/>
<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.

Naomi S. Rhodes

1/3/2000

Name of Person Signing

Signature


Date Signed

**LIMITED POWER OF ATTORNEY**

The undersigned, Bank of America, N.A. ("Bank"), hereby grants to Atec, Inc. ("Atec") and Atec's chairman, Paul Lerman, the following limited Power of Attorney, to execute on behalf of the Bank the following: (1) that certain Purchase and Sale Agreement by and between the Bank and Aladdin Temp-Rite LLC ("Aladdin"); (2) that certain Trademark Assignment from Bank to Aladdin; (3) that certain Quit Claim Assignment and Bill of Sale from Bank to Aladdin; and (4) any and all other documents related to the sale, transfer, license, lease or any other disposal by the Bank to Aladdin of any property of Soco Products Corporation.

Date: 12/29/99

Bank of America, N.A.

By:   
Leslie Rooster  
Managing Director

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT**

**ASSIGNOR: Bank of America, N.A.**

**ASSIGNEE: Aladdin Temp-Rite LLC**

THIS ASSIGNMENT, effective the 30<sup>th</sup> day of December, 1999, by and between Bank of America, National Association, with an office at 555 South Flower Street, Los Angeles, California 90071 (Mail Code: CA9-706-10-10) ("ASSIGNOR"), and Aladdin Temp-Rite LLC, a Tennessee limited liability company, with an address of P.O. Box 100888, Nashville, Tennessee 37224-0888 ("ASSIGNEE"),

**RECITALS:**

WHEREBY, Seco Products Corporation ("Seco") and The Boatmen's National Bank of St. Louis are parties to a certain Trademark Security Agreement, dated August 21, 1992 (the "Security Agreement"), which was filed in the United States Patent and Trademark Office on September 2, 1992 at Reel 0891, Frames 0642 through 0651;

WHEREBY, the Security Agreement was modified by a Reaffirmation and Modification dated as of January 27, 1994 executed by Seco and delivered to The Boatmen's National Bank of St. Louis and filed in the United States Trademark and Trademark Office on February 7, 1994 at Reel 1105, Frame 0168;

WHEREBY, the Security Agreement was further modified by a Reaffirmation and Modification dated as of June 8, 1995 executed by Seco and delivered to The Boatmen's National Bank;

WHEREBY, The Boatmen's National Bank of St. Louis merged into and under the charter of NationsBank, National Association, as evidenced by the official certification dated June 10, 1997;

WHEREBY, NationsBank, National Association, changed the bank's title to Bank of America, National Association, as evidenced by the official certification dated June 8, 1999.

WHEREBY, Bank of America, National Association, merged into and under the charter of Bank of America, National Trust and Savings Association and operating under the title Bank

of America, National Association, ("ASSIGNOR") as evidenced by the official certification dated July 19, 1999;

WHEREBY, the Security Agreement was still further modified by an Amendment of Trademark Security Agreement dated as of November 16, 1999 executed by ASSIGNOR and filed in the United States Trademark and Trademark Office on November \_\_\_\_, 1999 and which recordal is currently pending (the "Amendment");

WHEREBY, the Security Agreement encumbers in favor of ASSIGNOR all of Seco's rights, claims and interests in and to, among other things, the trademark registrations and applications, service mark registrations and applications, trade names, as well as all foreign counterparts thereof, and all of the good will connected with and symbolized by such trademark and service mark registrations and applications and such trade names, as more particularly described on Schedule A of the Security Agreement) and as modified and amended in the Reaffirmation and Modifications as well as in the Amendment (the "Trademark Property", attached herewith as EXHIBIT A);

WHEREBY, on or about October 8, 1999, pursuant to a letter agreement, Seco granted Assignor peaceful possession of all of its property, including the Trademark Property, and ASSIGNOR is now assigning its interest in the Trademark Property as described in EXHIBIT A hereto and as granted in the Security Agreement, as modified and amended;

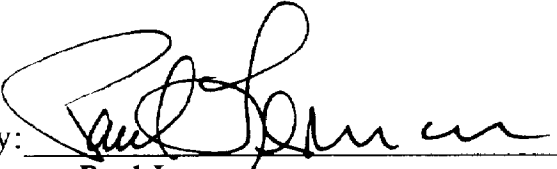
WHEREBY, under Section 400.9-504 of the Revised Statutes of Missouri, ASSIGNOR has the legal power and authority to sell and transfer Seco's property, including the Trademark Property;

WHEREBY, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the Trademark Property listed in EXHIBIT A, and ASSIGNOR is desirous of transferring Seco's right, title and interest in and to the Trademark Property listed in Exhibit A to ASSIGNEE pursuant to Section 400.9-504 of the Revised Statutes of Missouri;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE, free and clear of all liens and security interests (subject to the License Agreement between ASSIGNOR and Dinex International, Inc. dated November 29, 1999) all of Seco's right, title and interest in and to the Trademark Property as listed in EXHIBIT A, including, as specifically herein identified, the right to recover for past infringement of the Trademark Property, together with the goodwill of the business in connection with which the Trademark Property is used and which is symbolized by the Trademark Property, the same to be held and enjoyed by ASSIGNEE for its own use and behoof and for its assignees, successors and legal representatives, to the full end of the terms for which Trademark Property listed in Exhibit A will or has been granted, or of the terms of any continuations or divisions thereof.

IN WITNESS WHEREOF, BANK OF AMERICA, N.A. has caused this Trademark Assignment to be duly executed this 30<sup>th</sup> day of December, 1999.

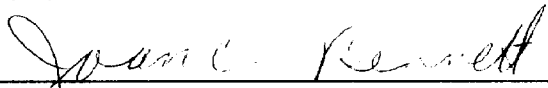
BANK OF AMERICA, N.A., through ATEC, INC., its authorized agent under limited power of attorney dated December 29, 1999

By:   
Paul Lerman  
Authorized Agent

STATE OF MISSOURI                    )  
  ) SS.  
CITY OF ST. LOUIS                    )

On this 30<sup>th</sup> day of December 1999, before me personally appeared Paul Lerman, to me personally known, who, being by me duly sworn, did say that he is an authorized agent of Bank of America, N.A., a national banking association, and that he signed the foregoing instrument with the authority of and as the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

  
Notary Public

My commission expires: \_\_\_\_\_

JOAN C. BENNETT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
My Commission Expires May 25, 2003

**Exhibit A**  
**To Trademark Security Agreement Between**  
**Bank of America, N.A. and Aladdin Temp-Rite, L.L.C.**

**Seco Products Corporation**  
**Trademark Registrations**

<b>Trademark</b>	<b>Registration No.</b>	<b>Owner</b>
SECO	443,023	Seco Products Corporation
Seconomy Line Quality SL (and design)	443,022	Seco Products Corporation
Seco-matic	575,093	Seco Products Corporation

**Seco Products Corporation**  
**Common Law Tradenames**

<b>Tradenname</b>	<b>Owner</b>
SECO COMPANY	Seco Products Corporation
SECO PRODUCTS	Seco Products Corporation
SECO	Seco Products Corporation