

03-03-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

EET



MRD 2-5-00

02-05-2000

101281292

ALLEGES AND TRADEMARKS. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

U.S. Patent, Specialty Chemical Resources, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Delaware)
☐ Other _____

Additional names of conveying party(ies) attached?
 yes ☒ no

3. Nature of Conveyance

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 18, 1996

2. Name and address of receiving party(ies):

Name: Star Bank, National Association

Internal Address: _____

Street Address: _____

425 Walnut Street

City CincinnatiState Ohio Zip 45202☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation-State _____☐ 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

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

A. Trademark Application No(s).

B. Trademark Registration No(s).
 See Attached Sheet - Exhibit A

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jeanne E. LongmuirInternal Address: Calfee, Halter & Griswold LLPStreet Address: 800 Superior Avenue - Suite 1400City: Cleveland State: Ohio Zip: 441146. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41)

\$ 190.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

Jeanne E. Longmuir
 Name of Person Signing

Signature

Date

Total number of pages comprising transmittal _____

Certificate of Mailing

I hereby certify that this correspondence is being deposited on 2/3/00 with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Assistant Commissioner for Trademarks
 2900 Crystal Drive
 Arlington, VA 22202-3513

Typed or Printed name of person signing this certificate:

YOLONDA S. TATH

Signature

Yolonda S. Tath

TRADEMARK

REEL: 002029 FRAME: 0660

03/02/2000 DNGUYEN 00000493 1295628

01 FC:481
02 FC:48240.00 OP
150.00 OP

(J:\LONGMUIR\STARBANK\STARBANK.REC\1)

EXHIBIT A

HYSAN TRADEMARK REGISTRATIONS
AS OF 4/30/97

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>STATUS</u>
FYTE	USA	1295628	Registered Renewal due 9/18/2004
ENVIRO LITE	USA	1781970	Registered Renewal Due 7/13/2005
MEDICIDE	USA	0903716	Registered Renewal Due 12/8/2000
MEDICIDE	USA	1576020	Registered Renewal Due 1/9/2000
AIRE CON	USA	0517510	Registered Renewal Due 11/8/2009
HYPOXY	USA	0654295	Registered Renewal Due 11/12/1997
HYSAN	USA	0306672	Registered Renewal Due 10/26/2003

CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENT

THIS CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENT ("Assignment") is made by SPECIALTY CHEMICAL RESOURCES, INC., a Delaware corporation having its principal office and place of business at 9100 Valley View Road, Macedonia, Ohio 44056 ("Assignor"), in favor of STAR BANK, NATIONAL ASSOCIATION, a national banking association whose address is 425 Walnut Street, Cincinnati, Ohio 45202 ("Assignee"):

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to a certain Financing Agreement of even date herewith (as the same may hereafter be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "Financing Agreement"), which Financing Agreement provides (i) for the Assignee to, from time to time, extend credit to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Financing Agreement. The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Assignment of Patents. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Assignor hereby grants, assigns and conveys to Assignee all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing

patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Financing Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademark and Goodwill. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Assignor hereby grants and conveys to Assignee a lien and security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Assignor agrees that until the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take

any action which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

5. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee as attorney in fact to modify this Assignment by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Assignment with the United States Patent and Trademark Office.

6. Representations and Warranties. Assignor represents and warrants to and agrees with Assignee that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents and Trademarks is valid and enforceable;

(iii) Assignor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) This Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound. Assignor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Assignee as assignee of Assignor's entire interest;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Financing Agreement); and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Obligations have been paid in full and the Financing Agreement has been terminated.

8. Grant of License to Assignor. Unless and until an "Event of Default" (as defined in the Financing Agreement) shall have occurred, Assignee hereby grants to Assignor a nontransferable right and license to use the Trademarks, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents 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 8, without the prior written consent of Assignee. From and after the occurrence of an Event of Default, Assignor's license with respect to Patents, Trademarks and Licenses as set forth in this Paragraph 8 shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, 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, Trademarks or Licenses may be located, including, but not by way of limitation, the location of Assignee's headquarters.

9. Reassignment to Assignor. Upon payment in full of the Obligations and termination of the Financing Agreement, Assignee shall execute and deliver to Assignor all assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Financing Agreement.

10. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the

Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, nor Trademark without the consent of Assignee.

11. Financing Statements; Documents. At the request of Assignee, Assignor will join with Assignee in executing one or more financing statements pursuant to the Ohio version of the Uniform Commercial Code in form satisfactory to Assignee and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Assignee. Assignor will execute and deliver to Assignee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Assignee may require for the purpose of confirming Assignee's interest in the Patents, Trademarks and Licenses.

12. Assignee's Right to Sue. Assignee shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Assignor and Assignee nor any failure to exercise nor any delay in exercising on the part of Assignee, any right, power or privilege hereunder or under the Financing Agreement 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.

14. Severability. 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.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Financing Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Financing Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

18. Governing Law. This Assignment has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio

IN WITNESS WHEREOF, Specialty Chemical Resources, Inc.,
by its duly authorized officer, has executed this Assignment as of
the 18th day of September, 1996.

Signed and acknowledged
in the presence of:

Ronald J. Tepitky
Wendy D. Putnam

SPECIALTY CHEMICAL RESOURCES, INC.

By: David F. Spink

Name: David F. Spink
Its: Chief Financial Officer

540-0494480C.103

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this 14th day of September, 1996, by Barry K. Sullivan, the CEO of Specialty Chemical Resources, Inc., a Delaware corporation, on behalf of the corporation.

Caryl T. Loncar
Notary Public

CARYL T. LONCAR

Notary Public - State of Ohio, Cuya. Cty.
My Commission Expires May 4, 1997

Accepted at Cleveland, Ohio,
as of September, 1996.

STAR BANK, NATIONAL ASSOCIATION

By: B. K. Sullivan
Barry K. Sullivan, Vice-President

SCHEDULE A

(Patents)

- | | | |
|----|--|--|
| 1. | File No.: 4647-F
Title: "Article Hangers"
Issued Date: 11/17/87 | Assignee: Specialty Chemical Resources, Inc.
Classification: Patent
Registration No.: 4,706,804 |
| 2. | File No.: 4647-M
Title: Fuel Injector Cleaner
Expiration/Renewal Date: 05/01/2007
Issued Date: 05/01/90 | Assignee: Specialty Chemical Resources, Inc.
Classification: Patent
Registration No.: 4,920,996 |
| 3. | File No.: 4647-M-CON
Title: Aerosol Fuel Injector Cleaner
Current Status: 7th yr. Maintenance Fee
due 08/25/99
Issued Date: 02/25/92 | Assignee: Specialty Chemical Resources, Inc.
Classification: Patent
Patent No.: 5,091,017 |
| 4. | File No.: 4647-O
Title: Improved Barrier Pack Product
Dispensing Cans
Issued Date: 08/21/90 | Assignee: Specialty Chemical Resources, Inc.
Classification: Patent
Registration No.: 4,949,871 |
| 5. | File No.: 4647-P-PCT-1
Title: Aerosol Fuel Injection Cleaner
Issued Date: 04/13/93 | Assignee: Specialty Chemical Resources, Inc.
Classification: Canadian Patent
Registration No.: 1,316,070 |

6. File No.: 4647-U-CON
Title: Tire Sealer & Inflator
Issued Date: 08/16/94

Assignee: Specialty Chemical Resources, Inc
Classification: Patent
Patent No.: 5,338,776

7. File No.: 4647-U-PCT-CA
Title: Tire Sealer & Inflator

Assignee: Specialty Chemical Resources, Inc
Classification: Canadian Patent (pending)

SCHEDULE B

(Trademarks)

1. File No.: 4647-E Assignee: Specialty Chemical Resources, Inc.
Title: "Aerosol Maintenance Products, Registration No. RN 75657
Co."
Classification: Ohio Tradename Renewal Date: 03/06/99
Registration
2. File No.: 4647-G Applicant: Specialty Chemical Resources, Inc.
Title: Evenbead (Stylized) Classification: Trademark
International Class: 6
Issued Date: 06/14/88 Registration No.: 1,435,286
3. File No.: 4647-J Applicant: Specialty Chemical Resources, Inc.
Title: Clear-Grip Classification: Trademark
International Class: 1
Issued Date: 08/16/87 Registration No.: 1,451,594
4. File No.: 4647-L Assignee: Specialty Chemical Resources, Inc.
Title: Big Shot Instant Spare Classification: Trademark
International Class: 1
Issued Date: 07/18/89 Registration No.: 1,547,853
5. File No.: 4647-N Assignee: Specialty Chemical Resources, Inc.
Title: TMP Instant Tire Cleaner and Classification: Trademark
Shine
International Class: 3
Issued Date: 09/04/90 Registration No.: 1,661,803
6. File No.: 4647-V Assignee: Specialty Chemical Resources, Inc.
Title: Smart Classification: Trademark
International Class: 003
Issued Date: 03/30/93 Registration No.: 1,760,886
7. File No.: 4647-X Assignee: Specialty Chemical Resources, Inc.
Title: Trigger Smart Classification: Trademark
International Class: 001
Issued Date: 01/18/94 Registration No.: 1,816,596
8. File No.: 4647-Z Assignee: Specialty Chemical Resources, Inc.
Title: TMP (and design) Classification: Trademark
Issued Date: 06/14/88 Registration No.: 1,491,742

- | | | |
|-----|--|--|
| 9. | File No.: 4647-CC
Title: Pro Fleet
International Class: 04
Filed Date: 03/08/94 | Assignee: Specialty Chemical Resources, Inc.
Classification: Trademark

Serial No.: 74/498,267 |
| 10. | File No.: 4647-DD
Title: Trigger Smart
International Class: 03
Issued Date: 11/14/95 | Assignee: Specialty Chemical Resources, Inc.
Classification: Trademark

Registration No.: 1,934,854 |
| 11. | File No.: 4647-EE
Title: Home Pro
International Class: 03
Filed Date: 05/05/94 | Assignee: Specialty Chemical Resources, Inc.
Classification: Trademark

Serial No.: 74/522,971 |
| 12. | File No.: 4647-FF
Title: Pro Rid
International Class: 05
Filed Date: 05/05/94 | Assignee: Specialty Chemical Resources, Inc.
Classification: Trademark

Serial No.: 74/552,970 |
| 13. | File No.: 4647-JJ
Title: LaBomba
Current Status: Preparing to file
assignment | Assignee: Specialty Chemical Resources, Inc.
Classification: Trademark
International Class:
Registration No.: 1,587,399 |
| 14. | File No.: 4647-KK
Title: King Spray and Design
Current Status: Preparing to file
assignment | Assignee: Specialty Chemical Resources, Inc.
Classification: Trademark
International Class:
Registration No.: 1,574,300 |
| 15. | File No.: 4647-LL
Title: King Spray
Current Status: Preparing to file
assignment | Assignee: Specialty Chemical Resources, Inc.
Classification: Trademark
International Class:
Registration No.: 1,574,299 |

SCHEDULE C

(License Agreements)

None.

ASSIGNMENT OF U.S. TRADEMARK

WHEREAS, HYSAN CORPORATION, an Illinois corporation, having a place of business at 1415 Louisiana Street, Suite 2510, Houston, Texas 77002-7349 ("Assignor"), is the sole and exclusive owner of the United States trademark registrations described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, SPECIALTY CHEMICAL RESOURCES, INC., a Delaware corporation, having a place of business at 9100 Valley View Road, Macedonia, Ohio 44056 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said marks and the registrations thereof;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee all its right, title and interest in, to and under said marks and registrations, together with the goodwill of the business symbolized by the marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

AND, Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized.

HYSAN CORPORATION,
an Illinois corporation

By: *David C. Hoffmann*
Its: PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Subscribed and sworn to before me this 22 day of May, 1997.

Gloria S. Wilen
Notary Public

My Commission Expires: April 4, 2001

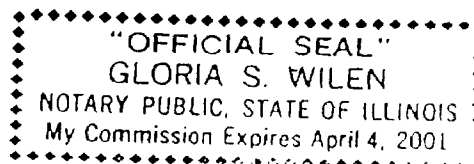


EXHIBIT A

HYSAN TRADEMARK REGISTRATIONS
AS OF 4/30/97

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>STATUS</u>
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MEDICIDE	USA	1576020	Registered Renewal Due 1/9/2000
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