

02/29/00

FORM PTO-1618A
Expires 06/30/00
OMB 0601-0027

04-06-2000

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



FEB 29 PM 12:39

101307124

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 <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger Effective Date Month Day Year _____ <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____
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Conveying Party Mark if additional names of conveying parties attached

Name HYDROTEX PARTNERS, LTD. Execution Date
 Month Day Year
12031999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association
 Other _____

Citizenship/State of Incorporation/Organization TX

Receiving Party Mark if additional names of receiving parties attached

Name BANK ONE TEXAS, N.A.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1301 SOUTH BOWEN

Address (line 2) ATTENTION: DAVID I. SHAW

Address (line 3) ARLINGTON TX 76013
 City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association
 Other A National Banking Association

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

04/06/2000 INVTEN 00000015 1631279

01 FC:401
02 FC:402

40.00 SP
575.00 DP

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 (6091-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 6091-0027, Patent and Trademark Assignment Practices. 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: 002044 FRAME: 0683

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="1631259"/>	<input type="text" value="1677305"/>	<input type="text" value="1280332"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1282865"/>	<input type="text" value="1679116"/>	<input type="text" value="951701"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1882532"/>	<input type="text" value="959658"/>	<input type="text" value="1369747"/>

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.

Carol L. Barnes *Carol L. Barnes* *Feb 28, 2000*
Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

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 the Assignment.)

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)

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1932902	1657107	1671559
1279361	1628885	
1262166	1279362	
1671560	949666	
1907014	1671530	
949667	1279542	
1866678	1819644	

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS


THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment") is dated as of December 3rd, 1999 and is made by Hydrotex Partners, Ltd., a Texas limited partnership ("Assignor"), in favor of and for the benefit of BANK ONE TEXAS, N.A. (the "Bank").

RECITALS

- A. Assignor, with its principal place of business at 1825 Monetary Lane, Suite 100, Carrollton, Texas 75006, has acquired from Hydrotex, Inc. and owns the Trademarks, Trademark Applications, Patents and Patent Applications listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses and Trademark Licenses listed on Schedule 1 annexed hereto (the "Intellectual Property").
- B. Assignor and the Bank are parties to that certain Loan Agreement dated as of the date hereof (said Loan Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Loan Agreement"; capitalized terms defined in the Loan Agreement and not defined herein shall have the meanings ascribed to such terms in the Loan Agreement), providing for extensions of credit to be made to Assignor by the Bank.
- C. Pursuant to the terms of that certain Security Agreement dated as of the date hereof (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"; terms defined in the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Security Agreement), between Assignor and the Bank, Assignor has granted to the Bank a security interest in substantially all the assets of Assignor including all right, title and interest of Assignor in, to and under all now owned and hereafter acquired Trademarks, Trademark Applications, Patents, Patent Applications, Patent Licenses, Trademark Licenses and all products and proceeds thereof, to secure the payment of all amounts owing by Assignor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant to the Bank a continuing security interest in all of Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "IP Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;


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- (2) each Patent License, including, without limitation, each Patent License listed on Schedule I annexed hereto;
 - (3) each Trademark and Trademark application, including, without limitation, each Patent and Patent application listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, but excluding any application based upon an "intent to use"; provided, however, that Assignor shall promptly upon registration of any Trademark based upon such application make an assignment of such registration to Agent in the same manner as provided herein;
 - (4) each Trademark License, including, without limitation, each Patent License listed on Schedule I annexed hereto;
 - (5) all goodwill associated with all of the foregoing; and
 - (7) all products and proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future infringement of any Patent or Trademark, including, without limitation, any Patent or Trademark referred to in Schedule I annexed hereto, any Patent or Trademark issued pursuant to any Patent or Trademark application referred to in Schedule I and any Patent or Trademark licensed under any Patent or Trademark License listed on Schedule I annexed hereto.

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

Upon such termination of the security interests granted herein as provided in the Loan Agreement and the Security Agreement, Agent will, at the expense of Assignor, execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence the termination of such security interests or the release of such Collateral, as the case may be.

Schedule 1
to Collateral Assignment of
Patents and Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Acculube	1631259	15 Nov 1991
Aqua-Mate	1282865	25 Jun 1984
Diesel Dialysis	1882532	7 Mar 1995
Durox	74/141156	3 Mar 1992
Endurium	74/141154	17 Mar 1992
Essentialube	959658	29 May 1973
H & Oil Drop design	1280332	30 Jan 1973
H & Oil Drop design	951701	5 Jun 1984
Hy-Torque	1369747	12 Nov 1985
Hydro Sorb	1932902	7 Nov 1995
Hydrotex	195080	29 Jun 1990
Hydrotex	1279361	29 May 1984
Hyfilm	1262166	27 Dec 1983
LK-10	1671560	14 Jan 1992
LP-1000	1907014	25 Jul 1995
Lubrakleen	949667	2 Jan 1973
Lubricity Plus	1866678	13 Dec 1994
Moly-Plus	1657107	17 Sep 1991
Multi-Film	1628885	25 Dec 1990
Power-Flo	1279362	29 May 1984
Resilium	949666	2 Jan 1973
Seal Master	1671530	14 Feb 1992
Systems I	1279542	29 May 1984



Techni-Glide	1819644	8 Feb 1994
TK-5	1671559	14 Jan 1992

<u>Mark</u>	<u>South Korean Registration Number</u>	<u>Registration Date</u>
Hydrotex	195080	29 Jun 1990
H & Oil Drop design	195081	29 Jul 1980
H & Oil Drop design	192748	31 May 1990
Systems I	192749	31 May 1990

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CERTIFICATE OF MAILING UNDER 37 CFR § 1.8(a)

**SERIAL
NUMBERS:**

1631259	1671560
1282865	1907014
1882532	949667
1677305	1866678
1679116	1657107
959658	1628885
1280332	1279362
951701	949666
1369747	1671530
1932902	1279542
1279361	1819644
1262166	1671559

**NAME OF PARTY
FILING PAPERS:**

Carol L. Barnes, on behalf of BANK ONE TEXAS, N.A.

TYPE OF PAPERS:

Trademark Recordation Cover Sheet;
Collateral Assignment of Patents and Trademarks

I, Carol L. Barnes, an attorney, hereby certify that the above-identified documents are being deposited with the United States Postal Service by Express Mail (Number EL354645529US) in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231.

Carol L. Barnes
Person Signing Certificate


Signature

February 29, 2000
Date of Signature

20031756.1

**TRADEMARK
REEL: 002044 FRAME: 0691**

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FAX: 617 787-6100

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1000 KITCHENHILL, DELHI
TELEPHONE: 91 11 2475005
FAX: 91 11 2467071

Honorable Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: **BANK ONE TEXAS, N.A. RECORDATION OF SECURITY INTERESTS IN 24
TRADEMARKS OF HYDROTEX PARTNERS, LTD.**

Dear Sir:

Enclosed please find the following documents on behalf of Bank One Texas, N.A.:

- Trademark Recordation Form Cover Sheet
- Collateral Assignment of Patents and Trademarks
- acknowledgment postcard, postage prepaid
- certificate of mailing
- check in the amount of \$615.00 for associated fees

Please date-stamp and return the postcard for my records. Thank you for your assistance.

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By 
Carol L. Barnes

Enclosures

cc: Richard Demarest Yant
Anamaria E. Cashman

20031756.1

RECORDED; 02/29/2000

TRADEMARK
REEL: 002044 FRAME: 0692