

03/23/00

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

04-21-2000



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

29

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other 12-26-99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 26 99

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.)

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FOR OFFICE USE ONLY

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40.00 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: 002056 FRAME: 0675

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1) 29

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="1416431"/>	<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"/>	<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.)

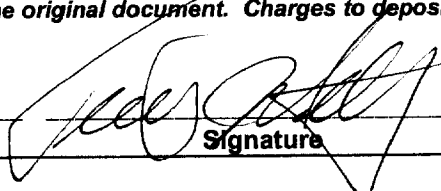
Deposit Account Number: #

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 J. Feathers
Name of Person Signing



Signature

3/23/2006
Date Signed

NOTICE OF PRIVATE SALE(S)

Notice is hereby given that Conance Limited, a private limited company organized under the laws of the United Kingdom ("Secured Party"), whose address is Hatherly House, 15-17 Wood Street, Barnet, England, may sell at one or more private sales, for cash, certain personal property owned by Trimrite, Inc., a Texas corporation ("Debtor"), whose address is 215 Lemmuel Drive, Weatherford, Parker County, Texas 76086, USA; the property to be sold may include any or all of the property described on Exhibit "1" attached hereto and incorporated herein by reference save and except the "Inventory" and "Equipment" therein described (collectively, the "Property"). The Property includes without limitation all general intangibles of every kind and description, including without limitation trade names and trade marks of Debtor and the goodwill of the business symbolized thereby, patents, copyrights, and licenses. The Debtor has granted to Secured Party a security interest in the Property under the terms of a certain Security Agreement signed by Debtor in favor of Secured Party and one or more UCC-1 financing statement filed with the Texas Secretary of State.

The "Inventory" and "Equipment" described in Exhibit 1 were the subject of prior notice of sale (the "Prior Notice"), under the terms of which notice was given that the Inventory and Equipment may be sold on or after November 29, 1999, and the Inventory and Equipment have been or may be sold pursuant to the Prior Notice. This notice is not intended to supercede or replace the Prior Notice.

The private sale(s) of the Property that is the subject of this notice will take place at Debtor's place of business, Northside Industrial Park, 215 Lemmuel Drive, Weatherford, Parker County, Texas 76086 (the "Sale Location"), on or after December 26, 1999 (the "Sale Date"). Equipment and/or Inventory of Debtor described in the Prior Notice may be sold separately or together with the Property that is the subject of this notice. The remaining unsold Property, if any, may be sold at a public foreclosure. The date and time of the public foreclosure sale, if any, will be noticed by a Notice of Public Sale that will be posted at least ten days before the sale.

Please contact the undersigned with respect to any questions.

DATED: December 16, 1999.


M. SCOTT STOOKSBERRY

M. Scott Stooksberry
Hill Gilstrap, P.C.
1400 West Abram Street
Arlington, Texas 76013
(817) 261-2222

ATTORNEYS FOR SECURED PARTY

EXHIBIT "I"

Description of Collateral

All Debtor's assets, including, without limitation, the following described property and interests in property:

(i) all present and future (a) Accounts; (b) moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special), balances sums and credits with Secured Party at any time existing; (c) all of Debtor's right, title and interest, and all of Debtor's rights, remedies, security and liens, in, to and in respect of the Accounts and the other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any account debtor, and credit and other insurance; (d) all of Debtor's right, title and interest in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts including, without limitation, all goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, any Accounts or other collateral, including, without limitation, all returned, reclaimed or repossessed goods; (e) all deposit accounts; (f) all books, records, ledger cards, computer programs, and other property and general intangibles evidencing or relating to the Accounts and any other collateral or any account debtor, together with the file cabinets or containers in which the foregoing are stored; and (g) all other general intangibles of every kind and description, including, without limitation, trade names and trademarks, and the goodwill of the business symbolized thereby, patents, copyrights, licenses, and Federal, State and local tax refund claims of all kinds;

(ii) all raw materials, work in process, finished goods and all other inventory of whatsoever kind or nature, wherever located, whether now owned or hereafter existing or acquired by Debtor ("Inventories"), including, without limitation, all wrapping, packaging, advertising, shipping materials, and all other goods consumed in Debtor's business, all labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof and all of Debtor's right, title and interest therein and thereto;

(iii) all equipment, machinery, computers and computer hardware, vehicles, tools, dies, jigs, furniture, leasehold improvements, trade fixtures and fixtures; all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired by Debtor ("Equipment"), including, but not limited to, the furniture and equipment as described, together with all additions, substitutions and replacements located at 2200 North Main, Bldg. 8, Weatherford, Parker County, Texas 76086;

(iv) all books, records, documents, other property and general intangibles at any



time relating to the Inventory and the Equipment;

(v) the *Seahorse II*, a 1980 44' Chung Hwa Cabincruiser, Registration No. WN1762KT, Hull Identification No. 629438, Vessel Certificate of Title No. 8814502505; and

(vi) all products and proceeds of the foregoing, in any form, including, without limitation, insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

For purposes hereof, "Accounts" shall mean all of Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, as such terms are defined in the Uniform Commercial Code in effect in the State of Texas, including, without limitation, all obligations for the payment of money arising out of Debtor's sale, lease, or other disposition of goods or other property or rendition of services.

Mr. Michael Helmig
Trimrite, Inc.
November 22, 1999
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- (3) A Continuing Guaranty dated June 9, 1995 executed by John Gander, as guarantor, and guaranteeing any and all indebtedness, obligations, and liability of every kind and character of Trimrite to Conance (the "Gander Guaranty").

All terms used herein that are not defined shall have the meanings given for such terms in the Facility Letter.

Notice of Default. Trimrite has failed to pay the indebtedness evidenced by the Facility Letter when due to Conance. This letter is formal notice to Trimrite and Gander of Trimrite's default under the Facility Letter. The summary of overdue charges attached hereto as **Exhibit A** and incorporated herein by reference reflects the current outstanding unpaid principal and accrued and unpaid interest owed by Trimrite to Conance under the Facility Letter, and this letter constitutes formal notice that all such amounts are now fully due and payable. Conance hereby makes demand upon Trimrite and Gander for payment in full for the balance owed to Conance.

Notice of Foreclosure. Enclosed is a copy of the Notice of Private Sale(s) which will be posted this date at the Parker County Courthouse. The private sale(s) will be of some or all of the Collateral described in the Security Agreement. The private sale(s), as authorized by the Security Agreement, will take place at Northside Industrial Park, 215 Lemmuel Drive, Weatherford, Parker County, Texas 76086 (the "Sale Location") on or after December 2, 1999 (the "Sale Date").

Maintenance of Collateral through Sale Date. Trimrite is instructed to assemble, keep and maintain all of the Collateral at the Sale Location now through the Sale Date, and to make the Collateral available for inspection and viewing by Conance and its representatives and prospective purchasers or bidders. To the extent that it has not already done so, Trimrite is requested to immediately deliver to Conance copies of all books and records relating to the Collateral.

Accounts and Instruments. With respect to all accounts and instruments in which Conance has been granted a security interest under the terms of the Security Agreement, including any current outstanding accounts receivable, Trimrite may continue to collect and receive payments on any such accounts and instruments; however, Conance demands Trimrite to immediately take the following actions: (i) provide Conance with a report showing a listing and aging of accounts, instruments and note receivables, with the name and address of the account debtors or obligors, the amount owed by the account debtors or obligors, and any known information regarding claims of set-off or other defenses which might adversely affect the accounts or instruments; (ii) provide Conance with all other information in Trimrite's possession, custody or control which could assist Conance in collecting the subject accounts and instruments (including without limitation any credit reports on the account debtors or obligors); and (iii) transmit to Conance all proceeds of collection of accounts and/or instruments to

Mr. Michael Helmig
Trimrite, Inc.
November 22, 1999
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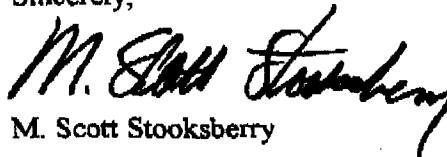
Conance. In accordance with the Security Agreement and the applicable provisions of the Texas Uniform Commercial Code, Conance also reserves the right to notify, or to require Trimrite to notify, the account debtors and obligors to make their payments directly to Conance, and to demand, collect, receive, receipt for, compound and give acquittal for any and all amounts due or to become due on the accounts or instruments or to take any other actions with respect to accounts or instruments that Conance is entitled to take under the Security Agreements or applicable law. Conance will apply any proceeds or payments received to reduce the indebtedness of Trimrite to Conance.

Redemption Rights and Liability for Deficiency. In the event Trimrite and/or Gander satisfies the entire indebtedness owing under the Facility Letter, as well as the expenses of Conance reasonably incurred in retaking, holding, and preparing the Collateral for disposition, as well as reasonable attorney's fees prior to the Sale Date, Trimrite or Gander may redeem the Collateral and avoid any further liability. In the event Trimrite and/or Gander do not satisfy such indebtedness and the Collateral is disposed of by foreclosure sale(s), Trimrite and Gander will be liable for any deficiency remaining against the subject indebtedness after credit of proceeds from the disposition of the Collateral. The deficiency will include expenses of disposition as well as attorneys' fees.

No Modification of Facility Documents. The statements and descriptions contained in this correspondence are not intended to and shall not be deemed to modify the terms or otherwise affect the Facility Documents, or to exclude or waive any other defaults which are not described herein or to limit or exclude any other rights to which Conance may be or become entitled at law, in equity or otherwise. All non-waiver of rights provisions, waivers of notices provisions, and all other provisions contained in the Facility Documents and any other documents executed in connection therewith shall remain in full force and effect and shall not be deemed to have been waived by Conance as a result of delivery of this letter.

Further Negotiations. Trimrite and the Gander are hereby advised that further negotiations, if any, between them and Conance shall not constitute a waiver of Conance's right to exercise its rights and remedies under the Facility Documents.

Sincerely,


M. Scott Stooksberry

Enclosure

Mr. Michael Helmig
Trimrite, Inc.
November 22, 1999
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cc: John Gander (CMRR #Z 474 035 971 and via facsimile 011 27 21 786-2576)
James W. Collyer (CMRR #Z 474 035 970)
Evergreen Funding Corp. (CMRR #Z 474 033 498)
Conance (first class mail)

NOTICE OF PRIVATE SALE(S)

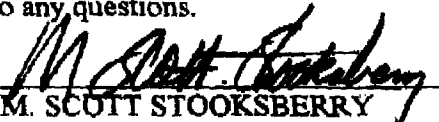
Notice is hereby given that Conance Limited, a private limited company organized under the laws of the United Kingdom ("Secured Party"), whose address is Hatherly House, 15-17 Wood Street, Barnet, England, intends to sell at one or more private sales, for cash, certain personal property owned by Trimrite, Inc., a Texas corporation ("Debtor"), whose address is 215 Lemmuel Drive, Weatherford, Parker County, Texas 76086, USA; such property being described as follows:

- (i) all raw materials, work in process, finished goods and all other inventory owned by Debtor ("Inventory"), including, without limitation, all wrapping, packaging, advertising, shipping materials, and all other goods consumed in Debtor's business, all labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof and all of Debtor's right, title and interest therein and thereto;
- (ii) all equipment, machinery, computers and computer hardware, vehicles, tools, dies, jigs, furniture, leasehold improvements, trade fixtures and fixtures; all attachments, accessions and property affixed thereto or used in connection therewith, owned by Debtor ("Equipment");

all as more particularly described on Exhibit "A" attached hereto and fully incorporated herein by reference for all purposes (collectively, the "**Property**"). The Debtor has granted to Secured Party a security interest in the Property under the terms of a certain Security Agreement between Debtor and Secured Party.

The private sale(s) will take place at Debtor's place of business, Northside Industrial Park, 215 Lemmuel Drive, Weatherford, Parker County, Texas 76086 (the "Sale Location"), on or after November 29, 1999 (the "Sale Date"). The Property is available for inspection at the Sale Location. Some or all of the Property will be sold or disposed of by private sale. The remaining unsold Property, if any, may be sold at a public foreclosure. The date and time of the public foreclosure sale, if any, will be noticed by a Notice of Public Sale that will be posted at least ten days before the sale.

Please contact the undersigned with respect to any questions.


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