

05-30-2000

EET

Docket No.:

FIRCOM/SIM



-Y

Tab settings

To the Honorable Commissioner of P

101368927

is attached original documents or copy thereof.

1. Name of conveying party(ies):

Sima Products, Corp.

5-10-00

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment for Security-Trademarks
- Merger
- Change of Name

Execution Date: February 10, 2000

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

Name: NBOC Bank

Internal Address:

Street Address: 654 Philadelphia Street

City: Indiana State: PA ZIP: 15701

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a division of First Commonwealth Bank

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 registration numbers(s):

A. Trademark Application No.(s)

74/632,277
75/852,768
75/852,769

B. Trademark Registration No.(s)

1,476,629	1,516,896	2,246,105
1,468,678	1,060,663	1,410,244
1,871,152	1,815,384	1,157,045

Additional numbers attached? Yes No

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

Name: Raymond J. Harmuth, Esq.

Internal Address: Doepken Keevican & Weiss

Street Address: USX Tower - 58th Floor

600 Grant Street

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41):.....\$ \$640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500287

05/30/2000 DNGUYEN 00000030 500287 74632277

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 600.00 CH

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.

David P. Maivald, Reg. No. 42,831

Name of Person Signing

David P. Maivald

Signature

May 10, 2000

Date

Total number of pages including cover sheet, attachments, and document:

6

**TRADEMARK REGISTRATIONS FOR ASSIGNMENT FOR
SECURITY-TRADEMARKS**

995,264
1,948,461
1,464,384
1,732,046
1,178,899
1,489,145
1,487,456
1,180,770
1,410,245
1,130,881
1,560,281
1,502,031
1,764,325

ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, **SIMA PRODUCTS, CORP.**, an Illinois corporation, (the "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to **NBOC BANK, a division of First Commonwealth Bank** (the "Assignee"), and has entered into an Security Agreement and Mortgage - Trademarks dated as of the date hereof (the "Trademark Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Trademark Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment of the Loans (as defined in the Trademark Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment of the Loans.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Collateral made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the 10th day of February, 1999.

SIMA PRODUCTS, CORP.

By: 
President

[Corporate Seal]

ACKNOWLEDGMENT

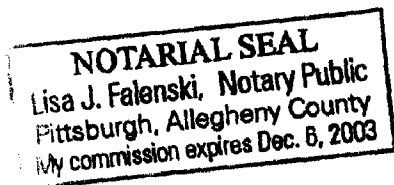
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 10th day of February, 2000, before me, a Notary Public, the undersigned officer, personally appeared Ilana Diamond, who acknowledged herself to be the President of SIMA PRODUCTS, CORP., an Illinois corporation, and that she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation in such capacity.

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

Lisa J. Falenski
Notary Public

My commission expires: 12/6/03



Schedule A to Assignment for Security

TRADEMARKS/SERVICE MARKS

<u>Registration No.</u>	<u>Date of Issue</u>	<u>Mark</u>	<u>Country</u>
*1,476,629		Boosterbox	U.S.A.
*1,468,678		Camlight (supplemental reg.)	U.S.A.
*1,871,152		Cammike	U.S.A.
*1,516,896		Cammike (supplemental reg.)	U.S.A.
1,060,663		Capkeeper	U.S.A.
1,611,930		Capkeeper	Japan
1,003,012		Capkeeper (reg. as Sima Capkeeper)	Gerw
1,815,384		Colorwriter	U.S.A.
2,246,105		Colorwriter Plus	U.S.A.
1,410,244		Copykit	U.S.A.
1,157,045		Filmshield	U.S.A.
276,011		Filmshield	Canada
2,720,123		Filmshield	Japan
995,264		Filmshield & Design	U.S.A.
1,201,770		Filmshield (reg. as Sima Filmshield)	GBritan
1,007,339		Filmshield (reg. as Sima Filmshield)	Gerw
1,948,461		Face Design	U.S.A.
1,464,384		Quickconnect	U.S.A.
1,732,046		Screenwriter	U.S.A.
1,178,899		Sima	U.S.A.
251,421		Sima	Canada
1,119,367		Sima	GBritan
1,489,145		Sima	U.S.A.

<u>Registration No.</u>	<u>Date of Issue</u>	<u>Mark</u>	<u>Country</u>
815,763,395		Sima	Brazil
1,487,456		Sima & Design	U.S.A.
1,180,770		Sima & Design	U.S.A.
*1,410,245		Soundcatcher	U.S.A.
1,130,881		Sports Pouch	U.S.A.
1,560,281		Video Soundmixer (supplemental reg.)	U.S.A.
1,502,031		Videobacket	U.S.A.
*1,764,325		Videoprop	U.S.A.

TRADEMARKS/SERVICE MARK APPLICATIONS

<u>Application Serial No.</u>	<u>Date of Filing</u>	<u>Mark</u>	<u>State/Country</u>
*74,632,277	2/9/1995	Video Studio	U.S.A.
75852768	11/19/1999	C-PIX	U.S.A.
75852769	12/3/1999	I-MIX	U.S.A.

*Upon Expiration Date Trademark will not be renewed