

11-20-2000

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



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

101522372

11-8-00

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

Effective Date
Month Day Year

Other Trademark Collateral Agreement

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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.)

FOR OFFICE USE ONLY

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: 002180 FRAME: 0634

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)

**RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

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)

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.

Gregory T. Pealer

11/3/00

Name of Person Signing

Signature

Date Signed

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	REGISTRATION DATE
Black Eye Beam	1094359	06/27/78
Blue Eye Beam	1285931	07/17/84
Clear Eye Beam	1154793	05/19/81
Eurobahn	1766466	04/20/93
Eye Design	1102618	09/19/78
Floating Fish-N-Lite	1509674	10/18/88
Ionoptics	2211826	12/15/98
Kwik-Sharp & Design	1168863	09/15/81
Made in the U.S.A.	1622338	11/13/90
Night Blaster	1130785	02/12/80
Optronics (Stylized)	1064856	05/03/77
Trail Blaster	2255281	06/22/99
Twisted Arrow Design	1157203	06/09/81

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Hyperx	76/044852	05/09/00
Pro Series	76/044851	05/09/00
Thermal Dri	75/606542	12/16/98
Ultima	76/044850	05/09/00
Xenon Technology for Xtreme Performance	76/055193	05/24/00

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of November, 2000, OPTRONICS PRODUCTS COMPANY, INC., formerly known as Optronics, Inc., an Oklahoma corporation ("*Debtor*") with its principal place of business and mailing address at 401 South 41st Street East, Muskogee, Oklahoma 74403, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois Banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;


to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

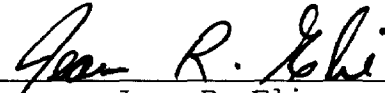
All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

OPTRONICS PRODUCTS COMPANY, INC.,
formerly known as Optronics, Inc.

By: 
Name: Erik E. Maurer
Title: Vice President

HARRIS TRUST AND SAVINGS BANK

By: 
Name: Jean R. Elie
Title: Vice President

STATE OF Illinois)
) SS
COUNTY OF Cook) ±

I, Rachel Scott a Notary Public in and for said County, in the State aforesaid, do hereby certify that Erik E. Maurer, of OPTRONICS PRODUCTS COMPANY, INC., formerly known as Optronics, Inc., an Oklahoma corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of November, 2000.

(NOTARIAL SEAL)

Rachel Scott
Notary Public

My Commission Expires:

Rachel Scott
(Type or Print Name)

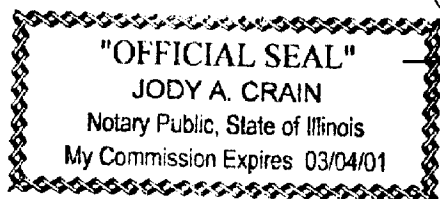
September 30, 2003

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jody A. Crain, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jean R. Elie, Vice President of HARRIS TRUST AND SAVINGS BANK, an Illinois Banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of November, 2000.

(NOTARIAL SEAL)



[Signature]
Notary Public

Jody A. Crain

(Type or Print Name)

My Commission Expires:

March 4, 2001

COMMON LAW MARKS AND TRADE NAMES

NONE

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

NONE

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	COUNTRY	REG. NO.	REGISTRATION DATE
Night Blaster	Mexico	479249	11/11/94

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE