

11-28-2000



COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101529925

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

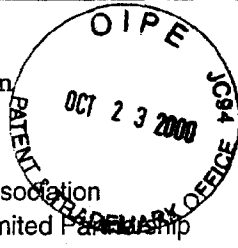
1. Name of conveying party(ies):

Ellicott Machine Corporation
International

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

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



2. Name and address of receiving party(ies)

Name: Richard E. Bówe

Internal Address: 1135 Asquith Drive

Street Address: _____

City: Arnold State: MD ZIP: 21012

- Individual(s) citizenship US
- 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

3. Nature of conveyance:

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

Execution Date: April 10, 2000

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

A. Trademark Application No.(s)

UWO 10/23/00

B. Trademark Registration No.(s)

586,574	586,573	1,549,508
687,887	622,173	1,153,849
1,153,674	1,548,890	

Additional numbers attached? Yes No

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

Name: Joseph J. Corso

Internal Address: 526 Superior Avenue, East

Suite 1200

Street Address: _____

City: Cleveland State: Ohio ZIP: 44114

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0820

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

DO NOT USE THIS SPACE

11/27/2000 NTHAI 0000073 586374

01 FC:401 40.00 OF
02 PE:402 175.00 OF

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.

Joseph J. Corso
Name of Person Signing

[Signature]
Signature

October 20, 2000
Date

Total number of pages including cover sheet, attachments, and document: 5

Uniform Commercial Code - FINANCING STATEMENT - Form UCC-1

REORDER FROM
Registco, Inc.
 314 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN, 55303
 (612) 421-1713

23450

IMPORTANT - Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Ellicott Machine Corp. Intl. 1611 Bush St. BALTIMORE, MD 21230	2. Secured Party(ies) Name(s) and Address(es): Richard E. Bowe 1135 Asquith Ave. Arnold, MD 21012	4. For Filing Officer: Date, Time, No. Filing Office	

5. This Financing Statement covers the following types (or items) of property: IN ACCORDANCE WITH ATTACHED THREE PAGE FINANCING STATEMENT	6. Assignee(s) of Secured Party and Address(es) none
<input type="checkbox"/> Products of the Collateral are also covered.	7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate Below)
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner Richard E. Bowe

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					

ELICOTT MACHINE CORP INTL
 By Peter Boome Signature(s) of Debtor(s)
 By Richard E. Bowe Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL
 (5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

STATE OF MARYLAND

*
 RECD BY: ELLICOTT MACHINE CORP INTL
 PETER BOOME
 10 898 QTY
 1 EA 20.00 EA 20.00
 SUB TOTAL -----) \$20.00
 AMOUNT DUE -----) \$20.00
 CASH 20.00
 TAX ID - 0

4/18/88 1:55 PM SR# 8 01-017-42901
 SDAT
 301 W. PRESTON ST.
 BALTIMORE, MD 21201

Financing Statement

Not subject to recording tax (see paragraph 6 below)

1. ___ To Be Recorded in the Financing Statement Records of Baltimore City, Maryland.

2. ___ To Be Recorded in the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

3. Debtor's Name(s)	Address
ELLCOTT MACHINE CORPORATION INTERNATIONAL, a Maryland corporation	1611 Bush Street Baltimore, MD 21230 Attention: Peter A. Bowe, President

4. Secured Party	Address
RICHARD E. BOWE	1135 Asquith Drive Arnold, MD 21012

5. This Financing Statement covers, and Debtor hereby grants to the Secured Party, a blanket security interest in all of the following property and all proceeds and products thereof (including without limitation all proceeds of any insurance policies covering all or part of such property), both now owned and hereafter owned, existing, acquired, created and arising, and all of Debtor's both now existing and hereafter acquired rights, title and interest in and to such property (all of such property described below and such rights title and interest herein collectively called the "Collateral").

A. Receivables, etc. All of the Debtor's right, title and interest in and to all accounts general intangibles, chattel paper, documents and instruments, owned by domestic account debtors with a principal place of business and chief executive office located in the united States as such terms are defined by the Maryland Uniform Commercial Code, including without limitation all present and future rights of the Debtor to payment for, or monetary obligations owed by the Debtor on account of, goods or other property sold or leased by the Debtor or services rendered by the debtor or loans or extensions of credit made or granted by the Debtor,

whether or not such rights or monetary obligations are earned by performance and whether due or to become due.

B. Inventory, etc. All of Debtor's Inventory, as such term is defined by the Maryland Uniform Commercial Code, wherever located and however constituted, including without limitation all dredges leased to third parties, raw materials, work in process, finished goods, goods or inventory returned or repossessed or shipped in transit, supplies, packaging, shipping and other materials, all other goods, merchandise and personal property used or consumed in their business of the Debtor, and all documents or documents of title relating to any of the foregoing.

C. Leases. All leases of all or any of Debtor's inventory.

D. Records, etc. All of the Debtor's correspondence, agreements, documents, documentation papers, books, files, records and other transcribed documentation of any type, whether expressed in ordinary, machine or computer language pertaining to the Debtor's business or to any of the Collateral described in clauses (A), (B), or (C), immediately above, including without limitation customer lists, credit files, computer programs, computer software, computer object and source codes, disks, tapes, printouts, manuals, data, sales and advertising materials, distribution and purchase correspondence and records, and all other files, documents, materials and records used in or related to the Debtor's business.

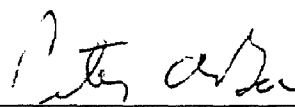
E. Documents, etc. All documents, documents of title, warehouse and shipping receipts, and policies or certificates of insurance accompanying or otherwise in any manner relating to any drafts, acceptances and other instruments drawn under, accompanying or relating to any letter of credit issued by the Secured Party for the amount of the Debtor and all goods and other property covered by any of the foregoing.

F. Proceeds and Products, etc. All cash and noncash proceeds and products of the Collateral described in parts (a), (b), (c), (d) and (e) immediately above, including without limitation all cash, moneys, funds, securities or other instruments both now and hereafter on deposit or held by the Secured Party in, any bank or other account established and maintained by the Secured Party or by the Secured Party and the Debtor or by the Debtor in connection with any loans, letters of credit or other financial accommodations both now and hereafter extended by the Secured Party to the Debtor, and all accounts, chattel paper, instruments, inventory, equipment, general intangibles and goods (as such terms are defined by the Maryland Uniform Commercial Code) or other property purchased or acquired with cash or noncash proceeds and products of such Collateral.

G. Patents, Trademarks, Intellectual Property, etc. All of Debtor's domestic and foreign patents, patents pending, and patent applications, whether or not registered with the United States Patent Office, all Debtor's foreign and domestic trademarks, whether or not registered or registrable, all of Debtor's copyrights, and all Debtor's trade and product names, including without limitation "Ellicott," "Dragon," "Super Dragon," "Mud cat," "MC 2000," "Series 370", "Ellicott Machine" and "Ellicott International," all of Debtor's world wide web Uniform Resource Locators (URLs) and world wide web page content in whatever form maintained, whether or not copyrightable, including without limitation text, data, images, photographs, illustrations, animation, graphics, video, or audio segments, and hypertext links, and all engineering and product drawings and specifications, in whatever medium maintained, regardless of whether such information constitutes a trade secret.


6. The Debtor hereby certifies that the underlying transaction is exempt from recordation tax pursuant to Section 12-108(k) of the Tax - Property Article of the Annotated Code of Maryland, as amended.

Debtor: Ellicott Machine Corporation International

By:  (Seal)

Peter A. Bowe
President

Secured Party:



Richard E. Bowe