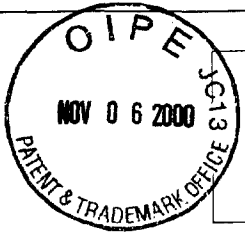


M.R.D.
11-6-00



11-30-2000



101532597

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

Other _____

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
08/22/00

Name EQUIPMENT TECHNOLOGIES, INC.

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization INDIANA

Receiving Party

Mark if additional names of receiving parties attached

Name UNION PLANTERS BANK, NATIONAL ASSOCIATION

DBA/AKATA _____

Composed of _____

Address (line 1) ONE INDIANA SQUARE

Address (line 2) SUITE 227

Address (line 3) INDIANAPOLIS INDIANA 46204
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.)

FOR OFFICE USE ONLY

11/29/2000 GT0N11 00000198 2247093

01 FC:481 40.00 OP
02 FC:482 25.00 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: 002183 FRAME: 0592

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="2,247,093"/>	<input type="text" value="2,346,028"/>	<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

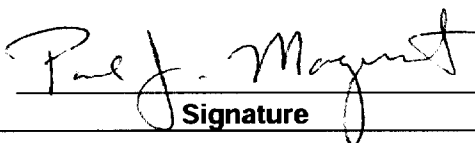
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

PAUL J. MAGINOT



11/02/2000

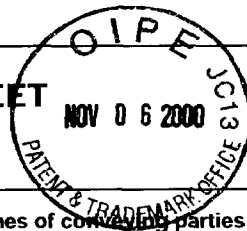
Name of Person Signing

Signature

Date Signed

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

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY



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

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/AKA/TA

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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PATENT, TRADEMARK AND LICENSE ASSIGNMENT

THIS PATENT, TRADEMARK AND LICENSE ASSIGNMENT ("Assignment") made as of the 22nd day of August, 2000, by **EQUIPMENT TECHNOLOGIES, INC.**, an Indiana corporation having its chief executive office at 2201 Hancel Parkway, Mooresville, Indiana 46158 and **KENNETH E. WEDDLE**, an individual residing in the State of Indiana ("Assignor"), and **UNION PLANTERS BANK, NATIONAL ASSOCIATION**, a national banking association with banking offices located at One Indiana Square, Suite 227, Indianapolis, Indiana 46204 (hereinafter called the "Assignee")

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Assumption Agreement and Second Amended and Restated Credit Agreement by and between Assignor, ET Real Estate, Inc. and Assignee dated effective as of August 22, 2000 (the "Credit Agreement"), which Credit Agreement provides (i) for the Assignee to make loans and extend credit to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, goodwill, copyrights, and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

- 1) Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
- 2) Assignment of Patents, Trademarks. To secure the complete and timely satisfaction of all the "Obligations" (as defined in the Credit Agreement), Assignor hereby grants, assigns and conveys to Assignee as collateral security, the entire right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
 - a) Patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Schedule A**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iii), are sometimes hereinafter individually and/or collectively referred to as the "Patents");
 - b) Trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on **Schedule B**, attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect

thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

- c) License agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Schedule C** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and
- d) The goodwill of Assignor's business connected with and symbolized by the Trademarks.

3) Restrictions on Future Agreements. Assignor agrees that until the Credit shall have been satisfied in full and the Obligations Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, which consent will not be unreasonably withheld or delayed, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licenses, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4) New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, trademarks, applications and licenses now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A, B and/or C, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames and licenses which are Patents, Trademarks or Licenses, as applicable, under paragraph 2 above or under this paragraph 4.

5) Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Obligations have

been paid in full and the Credit Agreement has been terminated.

- 6) Grant of License to Assignor. Unless and until an Event of Default (as defined in the Credit Agreement) shall have occurred, Assignee hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 6, without the prior written consent of Assignee, which consent will not be unreasonably withheld or delayed. From and after the occurrence of an Event of Default, Assignor's license with respect to the Patents, Trademarks and Licenses as set forth in this paragraph 6 shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.
- 7) Reassignment to Assignor. Upon payment in full of the Obligations and termination of the Credit Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Credit Agreement.
- 8) Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any trademark application of the Trademarks pending as of the date hereof or hereafter until the Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks, as Assignor deems appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent application or trademark application, or any pending patent application, trademark application, patent, or trademark without the consent of Assignee, which consent shall not be unreasonably withheld.
- 9) Assignee's Right to Sue. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 9.
- 10) Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 11) Severability. The provisions of the Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.
- 12) Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.
- 13) Cumulative Remedies, Effect on Credit Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is intended to facilitate the exercise of such rights and remedies.
- 14) Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.
- 15) Governing Law. This Assignment has been executed and delivered in Indiana, and shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the first day of October, 1999.


EQUIPMENT TECHNOLOGIES, INC.

By: 

Rollin M. Dick - Secretary

Printed Name and Title

2201 Hancel Parkway
Mooresville, Indiana 46158
Attention: Rollin M. Dick
Telephone: (317) 834-4500
Fax: (317) 834-4501



Kenneth E. Weddle, Individually

his attorney-in-fact, Michael Price

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

The foregoing Patent, Trademark and License Agreement was executed and acknowledged before me this 2nd day of August, 2000, by Rollin M. Dick, the Secretary of Equipment Technologies, Inc., as the authorized act and deed of such Assignor.

My Commission expires:
2/11/2008

America M. Eder
Signature of Notary Public

My County of Residence:
Marion

America M. Eder
Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

The foregoing Patent, Trademark and License Agreement was executed and acknowledged before me this 2nd day of August, 2000, by Kenneth E. Weddle, an individual, inventor, as his voluntary act and deed.

My Commission expires:
2/11/2008

America M. Eder
Signature of Notary Public

My County of Residence:
Marion

America M. Eder
Printed Name of Notary Public

Agreed and Accepted as of this 22 day of August, 2000.

UNION PLANTERS BANK,
NATIONAL ASSOCIATION

By: 
Jay D. Richards, Vice President

One Indiana Square, Suite 227
Indianapolis, IN 46204
Attention: Jay D. Richards
Telephone: (317) 221-6085
Fax: (317) 221-6120

SCHEDULE A

PATENTS/PATENT APPLICATIONS

Patent Application Number	Patent Number	Filing Date	Issue Date
09/123,954	6,059,201	7/29/98	5/9/00
09/391,099	6,056,210	9/7/99	5/2/00
09/290,948	6,042,020	4/13/99	3/28/00
09/036,248	6,022,291	3/6/98	2/8/98
09/050,455	5,918,808	3/30/98	7/6/98
29/077,560	D402,947	10/6/97	12/22/98
09/496,400	-	2/2/00	-
09/496,360	-	2/2/00	-
09/496,413	-	2/2/00	-
09/496,401	-	2/2/00	-

SCHEDULE B

REGISTERED TRADEMARKS

Trademark Application Number	Trademark Number	Registration Date
75/310,415	2247093	5/25/99
75/447,608	2346028	4/25/00

SCHEDULE C

LICENSE AGREEMENTS.

<u>Licensor</u>	<u>Licensee</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>
	None	Not Applicable	