

12-01-2000



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### Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_
- LICENSE
- Nunc Pro Tunc Assignment

Effective Date  
Month Day Year

\_\_\_\_\_

### Conveying Party

Mark if additional names of conveying parties attached

Name: FIRSTAR BANK, NATIONAL ASSOCIATION

Execution Date  
Month Day Year

Formerly: \_\_\_\_\_

**10/17/2000**

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

### Receiving Party

Mark if additional names of receiving parties attached

Name: HI-PORT AEROSOL, INC.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 9055 Freeway Drive

Address (line 2) \_\_\_\_\_

Address (line 3) Macedonia Ohio 44056  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization TEXAS

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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Mail documents to be recorded with required cover sheet(s) information to:  
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11/01/2000 BT0N11 00000184 500897 305672  
01/11/01 40.00 CH  
02/11/01 500.00 CH

**Domestic Representative Name and Address**

Enter for the first Receiving Party only

Name: James L. Jackson, Esq.  
 Address (line 1) Mayor, Day, Caldwell & Keeton, L.L.P.  
 Address (line 2) 700 Louisiana, Suite 1900  
 Address (line 3) \_\_\_\_\_  
 Address (line 4) Houston, TX 77002-2778  
City State/Country Zip Code

**Correspondent Name and Address**

Area Code and Telephone Number: 713/225-7186

Name: James L. Jackson  
 Address (line 1) Mayor, Day, Caldwell & Keeton, L.L.P.  
 Address (line 2) 700 Louisiana, Suite 1900  
 Address (line 3) \_\_\_\_\_  
 Address (line 4) Houston, Texas 77002-2778  
City State/Country Zip Code

Pages Enter the total number of pages of the attached conveyance document # 6  
 Including any attachments.

Trademark Application Number(s) or Registration Numbers(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)
306,672	1,451,594 1,587,399 2,001,798
517,510	1,491,742 1,611,803 2,030,546
654,295	1,547,853 1,760,886 2,146,571
903,716	1,574,299 1,781,970
1,295,628	1,574,300 1,816,596
1,435,286	1,576,020 1,934,854

Number of Properties Enter the total number of Properties involved. # 21

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$840.00  
 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: #50-0897  
 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.*

James L. Jackson  
Name of Person Signing

  
Signature

11/6/00  
Date Signed

## ASSIGNMENT OF UNITED STATES TRADEMARK RIGHTS

ASSIGNMENT AGREEMENT dated as of October 17, 2000 made by FIRSTAR BANK, NATIONAL ASSOCIATION, a national banking association formerly known as Star Bank, National Association and having an address and place of business at 425 Walnut Street, Cincinnati, Ohio 45202 ("Secured Party"), in favor of HI-PORT AEROSOL, INC., a Texas corporation and having an address and place of business at 9055 Freeway Drive, Macedonia, Ohio 44056 ("Buyer").

Secured Party heretofore entered into a Contingent Patent, Trademark and License Assignment dated September 18, 1996 (the "Original Security Agreement") with Specialty Chemical Resources, Inc., a Delaware corporation ("Debtor"). When the Original Security Agreement was executed, and thereafter, Debtor adopted, used, was using and owned in its line of business certain United States trademarks (including those identified on Appendix A attached hereto and incorporated herein by reference) and granted to Secured Party under the Original Security Agreement a security interest in all right, title and interest in and to such US trademark registrations and applications therein including the goodwill of the business connected with and symbolized by the trademark rights and the registrations thereof (the "Trademark Rights"). Secured Party and Debtor duly filed with the United States Patents and Trademarks Office the Original Security Agreement with respect to the Trademark Rights.

Thereafter, Debtor defaulted upon its obligations to Secured Party as acknowledged by Debtor in the Acknowledgement and Waiver dated March 15, 2000 (which is attached hereto as Appendix B), and, effective on March 15, 2000, acting pursuant to the Original Security Agreement and related loan and security documents, Secured Party, with the consent of Debtor, caused to be conveyed, assigned, sold and delivered to Aerosol Acquisition Corp., a Texas corporation that subsequently changed its name to HI-PORT AEROSOL, INC., all right, title and interest of each of Debtor and Secured Party in, to and under the assets of Debtor pledged to Secured Party as collateral under the Original Security Agreement and related loan and security documents, including but not limited to the Trademark Rights, the goodwill of the business in connection with the Trademark Rights and rights to recover for past infringements thereof (the "Assignment").

Simultaneously with the effectiveness of the Assignment on March 15, 2000, Buyer entered into a Patent, Trademark and License Security Agreement (the "Subsequent Security Agreement") with Secured Party under which Buyer granted to Secured Party, among other things, a lien and security interest in all of Buyer's right, title and interest in and to the Trademark Rights.

Thereafter, Buyer paid, performed and satisfied all of Buyer's obligations to Secured Party, and Secured Party desires to discharge and release Buyer from and as to, and to terminate, the Subsequent Security Agreement and to release in favor of Buyer and terminate all of Secured Party's rights in and to the Trademark Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Secured Party reaffirms and confirms the Assignment and does hereby assign, sell and transfer unto Buyer all right, title and interest in and to the Trademark Rights, together with (a) the registrations of and registration applications for the Trademark Rights, (b) the goodwill of the business symbolized by and associated with the Trademark Rights and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademark Rights or the registrations thereof or such associated goodwill; and

2. Secured Party does hereby discharge and release Buyer from and to, and terminates, the Subsequent Security Agreement and does hereby release and terminate any right, title or interest of Secured Party in, to or under the Trademark Rights.

Secured Party agrees that it has not executed and will not execute any agreement in conflict herewith and that it will, at any time, upon request, execute and deliver any and all instruments or other documents that may be necessary or desirable to effectuate the transfers to and releases of Buyer referred to herein or perfect Buyer's title in the Trademark Rights. If Buyer desires to file a disclaimer relating thereto, or an application for a corresponding mark in a non-US country, Secured Party will, upon request, sign all instruments and other documents, make all rightful oaths, and do all lawful acts requisite for the said purposes as Buyer may reasonably request, but at the expense of Buyer.

Secured Party further acknowledges that the entire beneficial interest in the Trademark Rights, together with the goodwill of the business in connection with which the Trademark Rights are used, is hereby irrevocably vested in Buyer fully and entirely, including the right to make application for protection in all countries abroad, and hereby assents to the making of any such application.

Secured Party hereby authorizes the Commissioner of Patents and Trademarks of the United States to issue the Trademark Rights to Buyer in accordance with the terms of this instrument.

**IN TESTIMONY WHEREOF**, Secured Party has caused this Assignment of United States Trademark Rights to be executed and delivered on its behalf by its duly authorized officer this 17<sup>TH</sup> day of OCTOBER, 2000.

FIRSTAR BANK, NATIONAL ASSOCIATION

By: Joseph J. Scaglione  
Name: JOSEPH J. SCAGLIONE  
Title: VICE PRESIDENT

STATE OF OHIO §

COUNTY OF HAMILTON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared JOSEPH J. SCABLIONE, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association.

GIVEN under my hand and seal of office this 17<sup>th</sup> day of OCTOBER, 2000.

Barbara L Hoover  
Notary Public



BARBARA L HOOVER  
Notary Public, State of Ohio  
My Commission Expires June 11, 2002

My Commission Expires:

6-11-02



## APPENDIX "A"

### TRADEMARKS

#### Trademarks

<u>Registration No.</u>	<u>Issued Date</u>	<u>Mark</u>
RN75657 (Ohio)	March 6, 1984	Aerosol Maintenance Products Co.
1,435,286	April 7, 1987 <sup>1</sup>	Evenbead (stylized)
1,451,594	August 11, 1987 <sup>2</sup>	Clear-Grip
1,547,853	July 18, 1989	Big Shot Instant Spare
1,611,803 <sup>3</sup>	September 4, 1990	TMP Instant Tire Cleaner and Shine
1,760,886	March 30, 1993	Smart
1,816,596	January 18, 1994	Trigger Smart
1,491,742	June 14, 1988	TMP
2,030,546 (Serial No. 74/498,267)	January 14, 1997	Pro Fleet
1,934,854	November 14, 1995	Trigger Smart
2,001,798 (Serial No. 74/522,971)	September 17, 1996	Home Pro
2,146,571 (Serial No. 74/522,970) <sup>4</sup>	March 24, 1998	Pro-Rid
1,587,399	March 20, 1990	La Bomba
1,574,300	January 2, 1990	King Spray (and design)
1,574,299	January 2, 1990	King Spray

<sup>1</sup> The Issued Date was incorrectly listed on Schedule B of the Contingent Patent, Trademark and License Assignment as June 14, 1988.

<sup>2</sup> The Issued Date was incorrectly listed on Schedule B of the Contingent Patent, Trademark and License Assignment as August 16, 1987.

<sup>3</sup> The Registration No. was incorrectly listed on Schedule B of the Contingent Patent, Trademark and License Assignment as 1,661,803.

<sup>4</sup> The Serial No. was incorrectly listed on Schedule B of the Contingent Patent, Trademark and License Assignment as 74/552,970.

1,295,628	September 18, 1994	Fyte
1,781,970	July 13, 1993	Enviro Lite
903,716	December 8, 1970	Medicide
1,576,020	January 9, 1990	Medicide
517,510	November 8, 1949	Aire Con (and design)
654,295	November 12, 1957	Hypoxy
306,672	September 26, 1933	Hysan