

11-22-00

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

12-15-2000



101552601

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

**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

Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

75828724

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

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 is 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. 20503 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: 002195 FRAME: 0585

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" value="75/828,724"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/600,063"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="702,092"/>	<input type="text" value="1,697,645"/>	<input type="text" value="1,751,305"/>
<input type="text" value="190,868"/>	<input type="text" value="279,810"/>	<input type="text" value="417,690"/>
<input type="text" value="1,708,213"/>	<input type="text" value="1,795,010"/>	<input type="text" value="1,719,480"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed

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.

John E. Hyatt
Name of Person Signing

Signature

November 20, 2000
Date

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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 Conveying Party

Mark if additional of receiving parties attached

Name

DBA/AKA/TA

Composed of

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<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number (s)

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<input type="text" value="1,739,312"/>	<input type="text" value="1,748,509"/>	<input type="text" value="1,736,599"/>
<input type="text" value="1,877,160"/>	<input type="text" value="662,981"/>	<input type="text" value="1,121,019"/>
<input type="text" value="889,942"/>	<input type="text" value="1,778,582"/>	<input type="text" value="1,821,363"/>
<input type="text" value="853,975"/>	<input type="text" value="1,488,477"/>	<input type="text" value="754,879"/>
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RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number (s)

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<input type="text"/> 799,388	<input type="text"/> 908,905	<input type="text"/> 840,738
<input type="text"/> 1,024,693	<input type="text"/> 1,347,889	<input type="text"/> 706,507
<input type="text"/> 840,737	<input type="text"/> 865,187	<input type="text"/> 678,725
<input type="text"/> 856,330	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 25, 2000 (this "**Agreement**"), is between **RESCO PRODUCTS, INC.**, a Pennsylvania corporation ("**Borrower**"), and **FINOVA MEZZANINE CAPITAL INC.**, a Tennessee corporation ("**Secured Party**").

RECITALS:

A. Borrower and Secured Party have entered into that certain Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Secured Party has agreed to make loans and other financial accommodations to Borrower, on the terms and subject to the conditions of the Loan Agreement.

B. As one of the conditions precedent to the effectiveness of the Loan Agreement, Secured Party has required the execution and delivery by Borrower of this Agreement.

NOW, THEREFORE, in order to induce Secured Party to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Grant of Security Interest For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of indebtedness from time to time owned by Borrower to Secured Party, howsoever encountered whether now existing or hereinafter arising, Borrower does hereby mortgage, pledge and collaterally assign to Secured Party, and grant to Secured Party a continuing security interest in, all its right, title and interest in and to the following property (collectively, the "**Trademarks**"). whether now or hereafter owned, acquired or existing

(i) all the trademarks, servicemarks, names, domain names, words, symbols, signs and devices which Borrower uses or may use including, but not limited to, those referred to in Item A of **Attachment 1** hereto and all printed or electronic matter on which the same have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country excluding, however, all applications in the U.S. Patent and Trademark Office on the basis of intent-to-use as to which no amendment to allege use has been filed, and all applications in foreign countries in which assignments of security interest in pending applications not based on use are prohibited or may invalidate the transaction;

(ii) each Trademark license referred to in Item B of **Attachment 1** hereto;

(iii) all divisions or renewals of any of the items described in clauses (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark registration or Trademark license, including the Trademarks or any Trademark registration or Trademark license referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of the Trademarks or for breach or enforcement of any Trademark license.

2. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Secured Party in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement and any other loan documents executed pursuant to the Loan Agreement. The Loan Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. Release of Security Interest. Upon payment and performance in full of all of Obligations then owing, Secured Party shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder.

4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

6. Subordination. The security interests granted hereunder are subject and subordinate in the manner and to the extent set forth in the Subordination and Intercreditor Agreement dated as of the date hereof among Borrower, its subsidiaries, Secured Party and Wilmington Trust Company, as agent, to the security interests granted to Senior Agent pursuant to that certain Assignment of Patents, Trademarks, Licenses and Copyrights among Wilmington Trust Company, as agent, Borrower and its subsidiaries dated as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RESCO PRODUCTS, INC., a Pennsylvania corporation

By: William K. Brown
Name: _____
Title: _____

FINOVA MEZZANINE CAPITAL INC.,
a Tennessee corporation

By: John B. Burtchaell, Jr.
John B. Burtchaell, Jr.
Senior Special Assets Officer
V.P.

ITEM A. TRADEMARKS

Trademark Registrations or Trademark Applications

<u>Trademark</u>	<u>Issued/ Pending</u>	<u>Number</u>	<u>Date</u>	<u>Country or State</u>	<u>Company</u>
Resco	Issued	702092	8/2/60	USA	Resco
Resco	Issued	1697645	6/30/92	USA	Resco
Resco	Issued	31520		Illinois	Resco
Resco/Old Design	Issued	1751305	2/9/93	USA	Resco
Resco/Old Design	Issued	B1193841	4/12/83	Great Britain	Resco
Resco/Old Design	Issued	396906	11/22/83	Benelux	Resco
Resco/Old Design	Issued	1037854	5/30/89	Spain	Resco
Adamant	Issued	190868	10/28/24	USA	Resco
Adamant	Issued	170/37850	5/23/25		
Adaset	Issued	279810	1/27/31	USA	Resco
Adamull	Issued	417690	11/13/45	USA	Resco
AA-22	Issued	1708213	8/18/92	USA	Resco
AA-22	Issued	413025	6/20/91	Mexico	Resco
AA-22	Issued	401722	8/21/92	Canada	Resco
Zirmag	Issued	1795010	9/28/93	USA	Resco
Zirmag	Issued	1462072	4/24/91	Great Britain	Resco
Rescon	Issued	923415	4/4/68	Great Britain	Resco
Rescicast	Issued	1719480	9/22/92	USA	Resco
Alkatrol	Issued	1768333	5/4/93	USA	Resco
Pyrofrac	Issued	1760853	3/30/93	USA	Resco
Pyrophyl	Issued	1717303	9/22/92	USA	Resco
Pyrotrol	Issued	1739312	12/15/92	USA	Resco
Redart	Issued	1748509	1/26/93	USA	Resco
Goldart	Issued	1736599	12/1/92	USA	Resco
Sureflow	Issued	1877160	1/31/95	USA	Resco
Resco/New Design	Issued	75/828724	10/20/99	USA	Resco
Rescobond	Issued	75/600063	12/4/98	USA	Resco
Paco	Issued	662981	6/17/58	USA	Resco
Pacocast	Issued	1121019	6/20/79	USA	Resco
Pacocast Plastic Blocks	Issued	889942	4/28/70	USA	Resco
Andafrac	Issued	1778582	6/29/93	USA	Resco
Resco	Issued	B1193840	4/12/83	Great Britain	Resco
Resco	Issued	398964	6/5/92	Canada	Resco

Resco	Issued	525683	1/27/93	Benelux	Resco
Resco	Issued	1233685	4/20/83	France	Resco
Resco	Issued	93452323	1/26/93	France	Resco
Resco	Issued	487784	4/22/83	Italy	Resco
Resco	Issued	666952	1/26/96	Italy	Resco
Resco	Issued	1741178	1/26/93	Spain	Resco
Resco	Pending	199909346	9/15/99	Norway	Resco
Resco	Pending	Not Issued		Common-we alth	Resco
Resco	Pending	99/16880	9/14/99	S. Africa	Resco
Resco	Pending	822048213	9/24/99	Brazil	Resco
Resco	Pending	2244885	10/5/99	Argentina	Resco
Resco	Issued	113944-F	9/20/85	Venezuela	Resco
Resco	Pending	Not Issued		Mexico	Resco
Resco	Pending	9900130156	11/3/99	China	Resco
Resco	Pending	40-199-3448 5	9/15/99	Korea	Resco
Resco	Pending	874615	9/2/99	India	Resco
Resco/New Design	Pending	2260036	12/30/99	Argentina	Resco
Resco/New Design	Pending	Not Issued	1/5/00	China	Resco
Resco/New Design	Pending	Not Issued		Korea	Resco
Resco/New Design	Pending	Not Issued	12/24/99	India	Resco
CONDOR	Issued	1821368		U.S.	Resco
DIBOND	Issued	0853975		U.S.	Resco
DIBOND	Issued	TMA241155		Canada	Resco
DICAL	Issued	TMA261622		Canada	Resco
EAGLE	Issued	1488477		U.S.	Resco
EXKASE	Issued	0754879		U.S.	Resco
FERROX	Issued	0714048		U.S.	Resco
FERROX	Issued	TMA156965		U.S.	Resco
GR	Issued	0843520		U.S.	Resco
GR-FG	Issued	1640495		U.S.	Resco
GRCO	Issued	UCA020435		Canada	Resco
GREFCHEM	Issued	1167317		U.S.	Resco
GREFCO	Issued	UCA020438		Canada	Resco
GUIDON	Issued	0809125		U.S.	Resco
GUIDON	Issued	TMA231047		Canada	Resco
HARKLASE	Issued	0747111		U.S.	Resco
HARLINE	Issued	1592021		U.S.	Resco

NOVUS	Issued	1361933		U.S.	Resco
NOVUS-C	Issued	1361932		U.S.	Resco
NUCON	Issued	0799388		U.S.	Resco
NUCON	Issued	TMA150418		Canada	Resco
NUCON 50	Issued	0908905		U.S.	Resco
NUCON 60	Issued	0840738		U.S.	Resco
NUCON 80	Issued	1024693		U.S.	Resco
NULINE R-20	Issued	1347889		U.S.	Resco
OXILINE	Issued	0706507		U.S.	Resco
OXILINE B	Issued	0840737		U.S.	Resco
PERATEX	Issued	0865187		U.S.	Resco
PERATEX	Issued	TMA248404		Canada	Resco
PERECON	Issued	TMA111045		Canada	Resco
RITEX	Issued	UCA020442		Canada	Resco
SM	Issued	TMA253972		Canada	Resco
TABKASE	Issued	0678725		U.S.	Resco
TOPEX S	Issued	0856330		U.S.	Resco

ITEM B. TRADEMARK LICENSES

None