



101574236

12.13.00  
Tab settings =>=>=>

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

Coe Manufacturing Company  
609 Bank Street  
Painesville, Ohio 44077

- Individual(s)
- General Partnership
- Corporation-State: Ohio
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: GMAC Business Credit, LLC

Internal Address: \_\_\_\_\_

Street Address: 630 Fifth Avenue, 30th Floor

City: New York State: NY ZIP: 10111

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Limited Liability Company

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 conveyances:

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

Execution Date: November 13, 2000

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

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

Name: Federal Research Corporation

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: \_\_\_\_\_

9

7. Total fee (37 CFR 3.41): \_\_\_\_\_

\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

9. 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

Luisa Vizcarrondo  
Name of Person Signing

12/11/00

Date

Total number of pages including coversheet, attachments and document: \_\_\_\_\_

5

Mail documents to be recorded with required coversheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01/04/2001 GTON11 00000153 76082290

01 FC:481  
02 FC:482

40.00 OP  
200.00 OP

TRADEMARK  
REEL: 002207 FRAME: 0129

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated November 13, 2000, by and between The Coe Manufacturing Company and GMAC Business Credit, LLC.

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
76-023,290 (Serial No.)	4/11/00 (Filing Date)	COE SKOOG
1,831,197	4/19/94	PERFECTSHAPE
1,625,718	12/4/90	D TEC
1,200,182	7/6/82	MOORE INTERNATIONAL
1,178,957	11/24/81	TRIM-IZER
988,301	7/16/74	MORVUE
537,343	2/6/51	COE
518,061	11/29/49	COE
549,737	10/23/51	SKOOG

**TRADEMARK GRANT OF SECURITY INTEREST**

WHEREAS, The Coe Manufacturing Company, a corporation formed under the laws of Ohio, located at 609 Bank Street, Painesville, Ohio 44077 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Business Credit, LLC ("Lender") pursuant to (i) a certain Promissory Note Agreement, dated the date hereof, among Lender, Borrower and CMC Acquisition Company, Inc. and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
November 13, 2000

Witness:

David A. Nagy

THE COE MANUFACTURING COMPANY

By: [Signature]  
Name:  
Title:

Witness:

\_\_\_\_\_

GMAC BUSINESS CREDIT, LLC

By: \_\_\_\_\_  
Name:  
Title:

**TRADEMARK GRANT OF SECURITY INTEREST**

WHEREAS, The Coe Manufacturing Company, a corporation formed under the laws of Ohio, located at 609 Bank Street, Painesville, Ohio 44077 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Business Credit, LLC ("Lender") pursuant to (i) a certain Promissory Note Agreement, dated the date hereof, among Lender, Borrower and CMC Acquisition Company, Inc. and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
November 13, 2000

Witness:

\_\_\_\_\_

THE COE MANUFACTURING COMPANY

By: \_\_\_\_\_

Name:

Title:

Witness:

  
\_\_\_\_\_

GMAC BUSINESS CREDIT, LLC

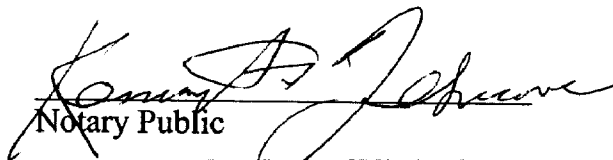
By: 

Name:

Title:

OHIO  
STATE OF ~~NEW YORK~~ )  
LAKE : ss.:  
COUNTY OF ~~NEW YORK~~ )

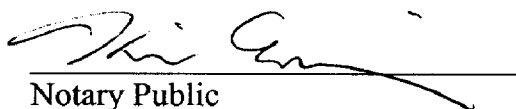
On this 13 day of November, 2000, before me personally came DARRYL ALLENBALL, to me known, who, being by me duly sworn, did depose and say that s/he is the PRES/CEO of The Coe Manufacturing Company, the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

  
Notary Public

KENNETH F. JESENOVEC  
Notary Public, State of Ohio  
My Commission Expires May 7, 2001  
(Recorded in Lake County)

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

On this 14~~th~~ day of November, 2000, before me personally came Greg Wise, to me known, who, being by me duly sworn, did depose and say that s/he is the Director of GMAC Business Credit, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
Notary Public

KEVIN MICHAEL EISENBERG  
Notary Public, State of New York  
No. 02E16026894  
Qualified in Kings County  
Commission Expires June 21, 2001

1089509.3/KME/214516/011 11/13/00  
Trademark Grant of Security Interest

RECORDED: 12/13/2000

TRADEMARK  
REEL: 002207 FRAME: 0133