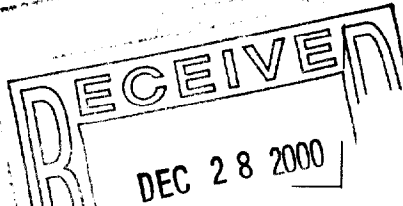


MRD
12.28.00



01-16-2001



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

101583708

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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
11-30-00

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other
- ☒ Citizenship/State of Incorporation/Organization

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)

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☒ Association
- ☐ Other

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.)

☐ Citizenship/State of Incorporation/Organization

01/12/2001 MTHAI1 00000251 2257119

FOR OFFICE USE ONLY

01 FC:481

40.00 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: 002211 FRAME: 0857

Domestic Representative Name and Address

Enter for the first Receiving Party only.

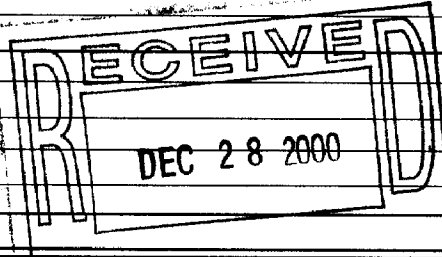
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number 206-292-9988

Name

Deborah Crabbe

Address (line 1)

Betts, Patterson & Mines P.S.

Address (line 2)

1215 4th Avenue, #800

Address (line 3)

Seattle, WA 98161-1090

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5

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)

2257119		

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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:

#

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.

Deborah A. Crabbe

Name of Person Signing

Deborah Crabbe

Signature

12-8-00

Date Signed

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)

**VOLUNTARY TURNOVER AGREEMENT
PURSUANT TO RCW 62A.9-503**

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT
OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

This VOLUNTARY TURNOVER AGREEMENT PURSUANT TO RCW 62A.9-503. ("Agreement") is made this 30 day of November, 2000 between lender KEYBANK NATIONAL ASSOCIATION ("KeyBank"); borrower ENTRUM INDUSTRIES, INC., dba Strut Tech., ("Entrum"), FIRST TOUR, LLC, ("First Tour"), and GEORGE TODD.

I. RECITALS

1. KeyBank holds a properly perfected security interest in and to all personal property of Entrum described as all accounts, contract rights, chattel paper, documents, equipment, instruments, inventory, general intangibles, replacements and proceeds therefrom, ("Collateral"). KeyBank's properly perfected security interest in and to general intangibles includes but is not limited to the trademarks and tradenames of Entrum and any and all rights Entrum may have in the trademarks and tradenames of First Tour. KeyBank's properly perfected security interest in and to contract rights includes but is not limited to a promissory note payable to the order of Entrum from First Tour.

2. This Agreement concerns the rights and obligations of KeyBank, and Borrower, arising from the turnover of the Collateral from Entrum to KeyBank and the rights and obligations of KeyBank, Borrower, First Tour and George Todd arising from the turnover of the First Tour trademarks, tradenames and inventory that originally constituted KeyBank's Collateral, but that was transferred by Entrum, without KeyBank's consent to First Tour pursuant to the Asset Purchase and Contribution Agreement and Amendment thereto.

II. AGREEMENT

1. Entrum, First Tour and George Todd hereby stipulate and agree to voluntary turnover of the Collateral to KeyBank and the voluntary turnover of First Tour's inventory and trademarks and tradenames pursuant to KeyBank's right to recover the Collateral without judicial process as provided in RCW 62A.9-503.

2. Entrum, First Tour and George Todd further stipulate and agree that KeyBank may sell the Collateral, including but not limited to the trademarks and tradenames of Entrum, and the trademarks, tradenames and inventory of First Tour, and KeyBank may apply the proceeds of such sale or sales to the loan obligations of Entrum.

3. Entrum, First Tour and George Todd shall deliver to KeyBank at the time of the execution of this Agreement, any and all original titles, records, files, documents, instruments, correspondence and papers necessary to allow KeyBank to transfer title to the Collateral, including but not limited to Entrum's trademarks and tradenames.

4. Entrum, First Tour and George Todd waive their RCW 62A.9-504 notice rights respecting any public or private sale of the Collateral.

III. GENERAL PROVISIONS

1. No Defenses/Release. Entrum, First Tour and George Todd on behalf of themselves, and their successors and assigns hereby acknowledge and agree that Entrum, First Tour and George Todd have no defenses, setoffs or counterclaims against KeyBank, its officers, employees, or attorneys based upon any events or transactions occurring, or failing to occur, prior to the date of this Agreement. To the extent Entrum, George Todd and First Tour may have any such defenses, setoffs or counterclaims against KeyBank. Entrum hereby forever waives, releases and relinquish the same.

a. Further Description of Claims. The release is intended to be, and is, a full, complete and general release in favor of KeyBank with respect to all claims, demands, actions, causes of action and other matters described above, including, without limitation, any claims, demands or causes of action based upon allegations of, for, or in connection with, but not limited to, breach of fiduciary duty, breach of any alleged duty of fair dealing or good faith, breach of confidence, undue influence, duress, economic coercion, usury, conflict of interest, intentional tort, negligence, gross negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, fraud, misrepresentation, conspiracy or any other theory, cause of action, occurrence, matter or thing which might give rise to liability upon KeyBank.

2. Entire Agreement. This Agreement sets forth the full and complete agreement of KeyBank, Entrum, First Tour and George Todd with respect to its subject matter. This Agreement supersedes and replaces any earlier representations, inducements, promises, settlements, compromises, agreements, or understandings, written or oral, between the parties hereto. Any such earlier undertakings shall have no force or effect after the execution of this Agreement. This Agreement may not be amended, modified or revoked except by means of a supplemental writing that is signed by the party against whom the amendment, modification or revocation is to be enforced.

3. Controlling Terms. In the event of a conflict between the terms of this Agreement and the terms of the existing Loan Documents, the terms of this Agreement control, subject to all applicable laws.

4. Severability. The invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of this Agreement to the extent it represents the intent of the parties in all material respects if interpreted without the invalid provision.

5. Waiver. KeyBank shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by KeyBank. A delay or omission on the part of KeyBank in exercising any right it may have under this Agreement or at law, including but not limited to notifying Entrum, first Tour and George Todd of a default under this Agreement, shall not constitute a waiver of such right or any other right. A waiver by KeyBank of a provision of this Agreement shall not prejudice KeyBank or constitute a waiver of KeyBank's right to otherwise demand strict compliance with that provision or any other provision of this Agreement. A prior waiver by KeyBank, or any course of dealing between KeyBank, and Entrum, First Tour and George Todd shall not constitute a waiver of any of KeyBank's rights or of any obligations of Entrum, First Tour and George Todd as to future transactions.

6. Governing Law and Venue. This Agreement has been executed under and shall be construed and enforced in accordance with the laws of the State of Washington. If there is any litigation or other proceeding to enforce or interpret any provision of this Agreement, jurisdiction shall be in the court of the State of Washington and venue shall be in King County/Seattle.

7. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns.

8. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

9. Captions. The paragraph headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

10. Notices. All notices hereunder shall be effective the third day after mailing, shall be in writing, and shall be sent by either U.S. first class, certified mail or facsimile as follows:

If to KeyBank:

KEYBANK NATIONAL ASSOCIATION
Special Assets/Judy K. John
WA-31-03-0575
P.O. Box 11500
1119 Pacific Ave.,
Tacoma, WA 98411
fax: 253-305-7932

with a copy to:

BETTS, PATTERSON & MINES, P.S.
1215 4th Avenue, #800
Seattle, WA 98161-1090
Attn: Deborah A. Crabbe
fax: 206-343-7053

If to Borrower, First Tour
and George Todd:

ENTRUM INDUSTRIES, INC., dba Strut Tech
15207 N.E. 95th
Redmond, WA 98052

11. Independent Legal Counsel. The undersigned parties acknowledge, represent and agree that they have read this Agreement and fully understand the terms herein, that they have had the opportunity to consult with their own independent legal counsel in connection with the review and execution of this Agreement, and that this Agreement is executed by them upon the advice, recommendation and approval of their independent legal counsel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.


LENDER:

**KEY BANK NATIONAL
ASSOCIATION**

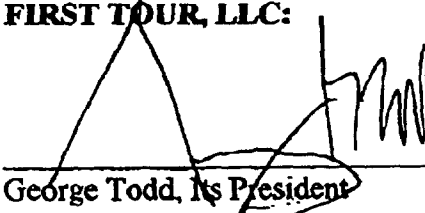
By 
Its Vice President

BORROWER:

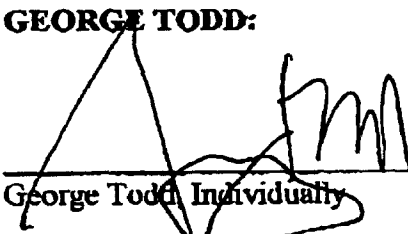
**ENTRUM INDUSTRIES, INC., dba Strut
Tech**

 12-11-00
George Todd, Its President

FIRST TOUR, LLC:

 12-11-00
George Todd, Its President

GEORGE TODD:

 12-11-00
George Todd Individually