08-08-2001

101803675

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-2-01

Fleet Capital Corporation
fka Shawmut Capital Corporation
Successor In Interest to Barclays Business Credit, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State - Rhode Island
- [ ] Other

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

2. Name and address of receiving party(ies)

Name: OECO Corporation

Internal Address:

Street Address: 4607 S.E. International Way

City: Milwaukie State: OR Zip: 97222

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Oregon
- [ ] Other

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 conveyance:

- [x] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: May 24, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

804,567
797,101

Additional number(s) attached [ ] Yes [x] No

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

Name: Matthew V.P. McTygue

Internal Address:

Palmer & Dodge LLP

Street Address: One Beacon Street

City: Boston State: MA Zip: 02108

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....$ 65.00

- [x] 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.

Matthew V.P. McTygue
Name of Person Signing

Signature

August 2, 2001
Date

Total number of pages including cover sheet, attachments, and document: 13

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

08/08/2001 TDIAZ1 00000034 804567

01 FC:481 40.00 OP
02 FC:482 25.00 OP

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

ASSIGNMENT OF
ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK LICENSES)

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, **FLEET CAPITAL CORPORATION** ("Fleet"), formerly known as **SHAWMUT CAPITAL CORPORATION** ("Shawmut"), successor in interest to **BARCLAYS BUSINESS CREDIT, INC.** ("Barclays") hereby grants, assigns and transfers to **OECO CORPORATION** all of Fleet's right, title, and interest in, to and under that certain Assignment for Security (Trademarks and Trademark Licenses) dated as of March 6, 1992, and executed by OECO Corporation in favor of Barclays and recorded on March 19, 1992, in the United States Patent and Trademark Office at Reel 0852, Frames 769 - 775, a copy of which is attached hereto and made a part hereof as Exhibit A.

Date: May 24, 1996

FLEET CAPITAL CORPORATION
Formerly Known As
SHAWMUT CAPITAL CORPORATION
Successor In Interest to
BARCLAYS BUSINESS CREDIT, INC.

By: _____
John H. Tolle
Vice President

[NOTARIAL ACKNOWLEDGMENT ATTACHED]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 24, 1996 (Date) before me, LYN S KAPLAN, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared JOHN H. TOLLE (Name(s) of Signer(s)),

☒ personally known to me – OR – ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

LYN S KAPLAN
Commission #996567
Notary Public — California
Los Angeles County
My Comm. Expires Jun 14, 1997

Lyn S Kaplan
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: assignment of assignment for security (Trademarks and Trademark Licenses)

Document Date: May 24, 1996 Number of Pages: ONE

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JOHN H. TOLLE

☐ Individual
☒ Corporate Officer
Title(s): VICE PRESIDENT
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
FLEET CAPITAL CORPORATION

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

© 1994 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

SCHEDULE A

Trademark Registrations

Trademark	Appln. No.	Date Filed	Regis. No.	Date Issued	
OECO	72/198579	7/27/64	0804567	3/1/66	Renewed
OECO & DESIGN	72/198580	7/27/64	0797101	10/5/65	Renewed

0852/0768

APRIL 15, 1992

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

TO: T & T WASHINGTON SVCS
ATTN: DEBBIE VINTON
500 VICTORY ROAD
NORTH QUINCY, MA 02171-1545

AUG 28 1992

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE TRADEMARK ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS ON THIS NOTICE, PLEASE SEND A REQUEST FOR CORRECTION TO: U. S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

ASSIGNOR:
OECO CORPORATION
4607 S.E. INTERNATIONAL WAY
MILWAUKIE, OR 97222
ENTITY : CORPORATION

DOC DATE : 03/06/1992
CITIZENSHIP : OREGON

ASSIGNEE:
BARCLAYS BUSINESS CREDIT, INC.
1999 HARRISON STREET, SUITE 1450
OAKLAND, CA 94612
ENTITY : CORPORATION

CITIZENSHIP : CONNECTICUT

BRIEF:
SECURITY INTEREST

NO. OF PAGES : 008
REEL/FRAME : 0852/0768
DATE RECORDED : 03/19/1992

APPLICATION NUMBER : 72-198579
REGISTRATION NUMBER: 0804567
FILING DATE : 07/27/1964
REGISTRATION DATE: 03/01/1966

MARK: OECO

APPLICATION NUMBER : 72-198580
REGISTRATION NUMBER: 0797101
FILING DATE : 07/27/1964
REGISTRATION DATE: 10/05/1965
MARK: OECO

ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK LICENSES)

This Assignment for Security (Trademarks and Trademark Licenses) ("Agreement") is made as of the 6th day of March, 1992, between **OECO CORPORATION**, an Oregon corporation with its chief executive office and principal place of business at 4607 S.E. International Way, Milwaukie, Oregon 97222 ("Assignor"), and **BARCLAYS BUSINESS CREDIT, INC.**, a Connecticut corporation having an office at 1999 Harrison Street, Suite 1450, Oakland, California 94612 ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are contemporaneously herewith entering into that certain Loan and Security Agreement of even date herewith (as the same may from time to time be amended, supplemented or modified, the "Loan and Security Agreement"), pursuant to which Assignee may make loans and extend other financial accommodations to or for the account of Assignor on the terms and conditions provided therein; and

WHEREAS, pursuant to the Loan and Security Agreement, Assignor has granted to Assignee a security interest in certain collateral ("Collateral"), including all of Assignor's now existing or hereafter acquired right, title and interest in any trademarks owned by it and any trademark licenses for which Assignor is the licensor, to secure all present and future indebtedness and obligations of Assignor to Assignee, whether arising under the Loan and Security Agreement or otherwise.

NOW, THEREFORE, in consideration of the premises set forth herein, and to induce Assignee to enter into the Loan and Security Agreement and to make the loans and other financial accommodations provided for therein, Assignor agrees with Assignee as follows:

1. Grant of Security Interest. To secure the complete and timely satisfaction of all present and future "Obligations," as defined in the Loan and Security Agreement, of Assignor to Assignee, whether arising pursuant to the Loan and Security Agreement or otherwise, Assignor hereby assigns, conveys, mortgages, pledges and grants to Assignee a lien on and security interest in all of Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under the following:

(a) each trademark, trade name, service mark, corporate name, business name, trade style, logo and other business identifier (collectively "Trademarks") owned by Assignor, and all applications therefor filed by Assignor, including, without limitation, the Trademark applications

TRADEMARK
REEL 0852 FRAME 769
TRADEMARK
REEL 1304 FRAME 138

Exhibit A

TRADEMARK
REEL: 002242 FRAME: 0227

and Trademarks listed in Schedule A hereto, and all reissues, extensions or renewals thereof;

(b) each written agreement under which Assignor is the licensor granting any right to use any of the Trademarks;

(c) the goodwill and other Collateral associated with each of the Trademarks and Trademark applications; and

(d) all proceeds of the foregoing, including, without limitation, license royalties and claims against third parties for any past, present or future infringements or dilution of any Trademark or any Trademark license under which Assignor is the licensor, or any injury to the goodwill associated therewith.

2. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Assignor does not own any Trademarks other than as listed on Schedule A and is not a party to, or an assignee of a party to, any Trademark license under which Assignor is the licensor, other than as listed on Schedule A;

(c) Assignor is and shall at all times remain the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses and covenants by Assignor not to sue third persons, except for (i) the interest of Assignee under this Agreement and (ii) "Permitted Liens" (as defined in the Loan and Security Agreement); and

(d) Assignor has the unqualified right and power to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants that will enable it to comply with the covenants herein contained.

3. Restrictions on Future Agreements. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (such as, by way of example, a license agreement) that is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent, which consent shall not be unreasonably withheld.

TRADEMARK
REEL 0852 FRAME 770
REEL 1304 FRAME 139
TRADEMARK

TRADEMARK
REEL: 002343 FRAME: 0238

4. New Trademarks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Trademarks, the provisions of Paragraph 1 of this Agreement shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. If requested by Assignee, Assignor will take all steps necessary to effect the registration of such new Trademarks, if not already registered.

5. Assignee's Right to Update List of Trademarks. Assignor hereby authorizes Assignee to modify this Agreement by amending Schedule A hereto to include any future Trademarks and Trademark applications acquired by Assignor.

6. Power of Attorney. Upon the occurrence and during the continuation of an "Event of Default" under and as defined in the Loan and Security Agreement, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power (a) to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Trademarks, (b) to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or (c) to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

7. Duties of Assignor. Assignor shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any Trademark applications pending as of the date of this Agreement or thereafter until the Obligations all have been paid in full, and to preserve and maintain all rights in the Trademarks, including, without limitation, the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any right to file a Trademark application, or any pending Trademark application or Trademark without the prior written consent of Assignee, which consent shall not be unreasonably withheld. Assignor shall protect and preserve the value and integrity of the Trademarks and, to that end, shall maintain the quality of any and all of the products or services bearing the trademarks or servicemarks included in such Trademarks at least consistent with the quality of such products and services and Assignor's use of such marks as of the date of this Assignment. Assignee agrees to act in a commercially reasonable manner to preserve such value and integrity in the course of any disposition of the Trademarks hereunder.

TRADEMARK
REEL 0852 FRAME 771

TRADEMARK
REEL 1304 FRAME 140

TRADEMARK
REEL: 002343 FRAME: 0239

8. Incorporation of Loan and Security Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to Assignee's lien on and security interest in the Trademarks and other collateral covered by this Agreement are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

9. Severability. The provisions of this Agreement 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 enforceability 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 Agreement in any jurisdiction.

10. Modification. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Paragraph 5 hereof.

11. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

12. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Oregon. Assignor hereby consents and agrees that the superior courts of San Francisco and Alameda County, California and the courts of Clackamas County, Oregon, or, at Assignee's option, the United States District Court for the Northern District of California and the United States District Court for the District of Oregon, shall each have non-exclusive jurisdiction to hear and determine any claims or disputes between Assignor and Assignee pertaining to this Agreement or to any matter arising out of or related to this Agreement. Assignor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Assignor hereby waives any objection which Assignor may have based upon lack of personal jurisdiction, improper venue or forum non conveniens and hereby consents to the granting for such legal or equitable relief as is deemed appropriate by such court.

13. Paragraph Headings. The paragraph headings used in this Agreement are for the convenience of the parties only and shall not be given any substantive meaning in the interpretation or construction hereof.

TRADEMARK
REEL 0852 FRAME 772

TRADEMARK
REEL 1304 FRAME 141

TRADEMARK
REEL: 002343 FRAME: 0240

IN WITNESS WHEREOF, Assignor has caused this Assignment for Security (Trademarks and Trademark Licenses) to be executed and delivered by its duly authorized officer as of the day and year first written above.

OECO CORPORATION,

By: _____
Joseph J. Caffarelli
Vice President and
Chief Financial Officer

TRADEMARK

REEL 0852 FRAME 773

REEL 1304 FRAME 142

TRADEMARK

SCHEDULE A

U.S. Trademarks

Mark	Registration No.	Registration Date	Next Renewal Date
OECO	804-567, Class 9	3/1/66 (renewed)	3/1/2006
OECO and Design	797-101, Class 9	10/05/65 (renewed)	10/05/2005

TRADEMARK
REEL 0852 FRAME 774
TRADEMARK
REEL 1304 FRAME 143

TRADEMARK
REEL: 002343 FRAME: 0242

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On the 6th day of March 1992, before me personally came Joseph J. Caffarelli, personally known to me to be the person described in and who executed the foregoing instrument as the Vice President and Chief Financial Officer of **OECO CORPORATION**, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Irene L. Thompson
Notary Public

My commission expires: 10-16-92

OFFICIAL SEAL
IRENE L. THOMPSON
NOTARY PUBLIC-CALIFORNIA
Principal Office in ALAMEDA County
My Commission Expires Oct. 16, 1992

RECORDED
PATENT AND TRADEMARK
OFFICE
MAR 19 1992

FEB 15 95
RECORDED
PATENT AND TRADEMARK
OFFICE

TRADEMARK
REEL 0852 FRAME 775
REEL 1304 FRAME 144
TRADEMARK