

03-29-2002

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



102035627



**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 *3-12-02*
- ☐ 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 *Order Authorizing Sale of Collateral and Sale*

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

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)

Zip Code

State/Country

- ☐ 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

FOR OFFICE USE ONLY

03/28/2002 TDI 171 00000099 1894968

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503
TRADEMARK

REEL: 002471 FRAME: 0061

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 502-423-9850

Name

Theresa Fritz Camoriano

Address (line 1)

Camoriano and Associates

Address (line 2)

8225 Shelbyville Road

Address (line 3)

Louisville, KY US 40222

Address (line 4)

Pages

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

#

7

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)

1894968

1895907

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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.

Carolyn Laugherty

Name of Person Signing

Signature

Date Signed

NO. 00-CI-07263

JEFFERSON CIRCUIT COURT

DIVISION NO. 3

BANK ONE, KENTUCKY, NA

PLAINTIFF

v.

GENTEC EQUIPMENT COMPANY, et al.

DEFENDANTS

ORDER

This matter having come before the Court upon the motion of the Plaintiff, Bank One, Kentucky, NA ("Bank One") to confirm the sale held on Thursday, November 29, 2001 (the "Sale"), pursuant to the terms of the Orders of this Court entered on October 18 and November 13, 2001 (the "Sale Orders"); it appearing to the Court that the sale was held as provided in the Sale Orders and that Bank One was the prevailing bidder for an aggregate bid of \$1,000,000; and the Court being otherwise sufficiently advised,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

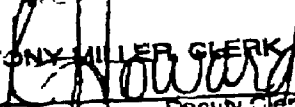
1. That the Sale be, and hereby is, confirmed;
2. Bank One is declared to be the prevailing bidder at the Sale and to hold title to the subject property by virtue thereof, free and clear of all other claims, liens or interests as provided by KRS 355.9-617(1); and
3. Bank One is hereby allowed to credit the amount of its bid against the amount of the indebtedness owed to it as set forth in the Sale Orders.


JUDGE, JEFFERSON CIRCUIT COURTDated: 

ENTERED IN COURT

10159623.1

1

DEC 3 2001
TONY MILLER, CLERK
By  Deputy Clerk

TOTAL P.02

TRADEMARK

REEL: 002471 FRAME: 0063

DIVISION NO. 3

BANK ONE, KENTUCKY, NA

PLAINTIFF

v.

GENTEC EQUIPMENT COMPANY, et al.

DEFENDANTS

- and -

DIXSTAR, INC., et al.

INTERVENING DEFENDANTS

ORDER AUTHORIZING SALE OF COLLATERAL

This matter having come before the Court upon the motion of the Plaintiff, Bank One, Kentucky, NA ("Bank One") and the Defendants, GenTec Equipment Company, Louisville Dryer Company, Custom Products, Inc., Stansteel Corporation, GenTec Group Intellectual Property Corp (the "Debtors"), Michael R. Mercer and Leonard A. Loesch (the "Individuals") and ContractorsHeaven.com, Inc., Hotmix Asphalt Equipment Company, Internetek, Inc. and Industrial Process Systems, Inc. (the "Additional Corporate Defendants"; the Debtors, the Individuals and the Additional Corporate Defendants are sometimes hereinafter collectively referred to as the "Defendants"; Bank One and the Defendants are sometimes referred to hereinafter as "Movants"), pursuant to KRS 355.9-610, *et seq.* and other applicable law, requesting authority to sell certain personal property more particularly described below, owned by the Debtors and the Additional Corporate Defendants, which property constitutes the collateral of Bank One (the "Collateral"); it appearing to the Court that the Movants hereby agree and stipulate as set forth below; and the Court being otherwise sufficiently advised,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Debtors are indebted to Bank One in and for the following amounts (the "Indebtedness"):

a. the principal amount of \$8,646,263.37 due under the Revolver Note (as defined in the Amended Complaint);

b. accrued interest due thereon as of October 11, 2001 in the amount of \$701,407.85;

c. the principal amount of \$1,958,333.58 due under Term Loan Note I (as defined in the Amended Complaint);

d. accrued interest due thereon as of October 11, 2001 in the amount of \$172,374.07;

e. the principal amount of \$749,994.00 due under the Term Loan II Note (as defined in the Amended Complaint);

f. accrued interest due thereon as of October 11, 2001 in the amount of \$749,994;

g. interest thereafter at the default rates specified in the subject promissory notes until paid;

h. the fees and expenses of the receiver appointed in this case in the amount of \$342,692.61.

i. Bank One's other costs and attorney fees incurred herein in the amount of \$152,622.49.

2. Bank One is the holder of a first priority, perfected security interest in the Collateral securing the Indebtedness, which security interest is prior and superior to any and all other claims, liens and interests of the parties to this action.

3. The Collateral is more particularly described as follows:

a. All inventory, chattel paper, accounts, equipment and general intangibles owned by the Debtors (with the exception of U.S. Trademark Registration No. 2,387,140 for the trademark "First Thermal Systems" (the "Trademark") and the items described in Paragraph 3(c) below), some of which is described in Exhibit A attached hereto and incorporated herein by reference;

b. All inventory, chattel paper, accounts, equipment and general intangibles transferred by the Debtors to the Additional Corporate Defendants (with the exception of the Trademark and the items described in Paragraph 3(c) below) described in Exhibit B attached hereto and incorporated herein by reference;

c. All of the inventory and equipment transferred by the Intervening Defendant, Dixstar, Inc. ("Dixstar") to the Defendant, GenTec Equipment Company (or its predecessor), described in Exhibit C attached hereto and incorporated herein by reference; 1

4. Bank One shall sell the Collateral at public sale, such sale to be on 15 days' written notice in the form, and at the time and place, set forth in the Notice of Sale attached hereto as Exhibit D, which notice shall be delivered via regular first class mail to the parties to this Action and the parties listed on Exhibit E attached hereto.

5. The Collateral shall be sold to the highest bidder(s), free and clear of all claims, liens and encumbrances of the parties to this action, and all other claims or liens as provided in KRS 355.9-617(1), in the following manner :

a. First, the property described in Paragraphs 3(a) and 3(b) shall be sold together as a whole (but separate and apart from the property described in Paragraph 3(c));

b. Next, the property described in Paragraph 3(c) shall be sold as a whole.

6. The terms of the sale shall be cash delivered by the purchaser or purchasers at the time of sale; provided, however, that Bank One may bid at the sale and take credit on its bid(s) up to the amount of the Indebtedness.

7. The prevailing bidder(s) at the sale shall take title to the property purchased free and clear of all claims, liens or encumbrances of the parties to this action and all other claims or liens as provided in KRS 355.9-617(1); provided, however, the sale shall be subject to the terms of the Notice and Disclaimer attached to the Notice of Sale.

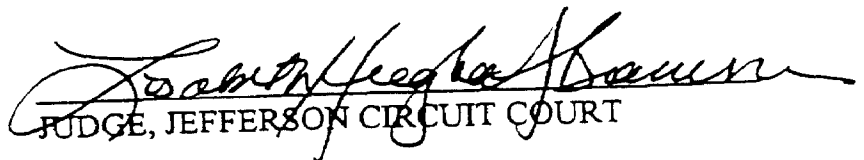
8. Any cash received by counsel for Bank One at the time of sale first shall be applied to the costs of sale, then to satisfy the Indebtedness, with any balance to be held pursuant to further orders of this Court.

9. The terms and notice of the sale authorized herein are commercially reasonable in all respects as provided by KRS 355.9-627(3)(a).

ENTERED COURT

OCT 18 2001

R. Howard


JUDGE, JEFFERSON CIRCUIT COURT

Dated: October 18, 2001

BANK ONE, KENTUCKY, NA

PLAINTIFF

v.

GENTEC EQUIPMENT COMPANY, et al.

DEFENDANTS

- and -

DIXSTAR, INC., et al.

INTERVENING DEFENDANTS

AMENDED NOTICE OF DISPOSITION OF COLLATERAL

To: The parties listed on Exhibit D attached hereto.

From: Bank One, Kentucky, NA
416 West Jefferson Street
Louisville, Kentucky 40202
(502) 566-2000

Pursuant to KRS 355.9-613 and the Orders of the Court in the above styled action entered on October 18, 2001 and November 13, 2001, notice is hereby given that Bank One, Kentucky, NA ("Bank One") will sell the property described on Exhibits A-C attached hereto, **subject to the terms of the Notice and Disclaimer set forth below**, to the highest bidder in public as follows:

Day and Date: Thursday, November 29, 2001

Time: 10:00 a.m.

Place: Offices of Wyatt, Tarrant & Combs, LLP
2500 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky

N/A

(i) All trade names, trademarks, service marks and variations thereof utilized by Stansteel Corporation in conducting its business of selling service and replacement parts for asphalt plant equipment ("Parts Business"), together with the goodwill associated with such trade names, trademarks and service marks and the Parts Business, (ii) all customer lists, customer files, telephone numbers, sales and advertising materials, sales records, literature, technical information, trade secrets, process data, licenses; and know-how relating to the Parts Business, (iii) all other intangible property which relates to the Parts Business and (iv) all of the written contracts, agreements, commitments, understandings and instruments relating to the Parts Business and all books and records relating to the Parts Business.

N/A

(i) All trade names, trademarks, service marks and variations thereof utilized by Louisville Dryer Company in conducting its business of selling service and replacement parts for industrial equipment ("Parts Business"), together with the goodwill associated with such trade names, trademarks and service marks and the Parts Business, (ii) all customer lists, customer files, telephone numbers, sales and advertising materials, sales records, literature, technical information, trade secrets, process data, licenses and know-how relating to its Parts Business, (iii) all other intangible property which relates to its Parts Business and (iv) all of the written contracts, agreements, commitments, understandings and instruments relating to the Parts Business and all books and records relating to the Parts Business.

N/A

(i) The trade name "GenTec Hotmix Parts" and all other names, trademarks, service marks and variations thereof utilized by GenTec Equipment Company in conducting its business of selling service and replacement parts for asphalt plant equipment ("Parts Business"), together with the goodwill associated with such trade names, trademarks and service marks and the Parts Business, (ii) all customer lists, customer files, telephone numbers, sales and advertising materials, sales records, literature, technical information, trade secrets, process data, licenses and know-how relating to the Parts Business, (iii) all other intangible property which relates to the Parts Business, (iv) all of the written contracts, agreements, commitments, understandings and instruments relating to the Parts Business and all books and records relating to the Parts Business, and (v) all equipment, furniture and trade fixtures owned at any time by GenTec Equipment Company, used by GenTec Equipment Company in conducting its Parts Business and located at 12611 Townepark Way, Louisville, KY 40243.

N/A

All inventory items, both new and used, including all capital equipment and replacement parts, which are currently located at 1100 Industrial Blvd., Louisville, KY, or 13117-13121 Aiken Rd., Louisville, KY, and which have been owned at any time by GenTec Equipment Company, Custom Products, Inc., Stansteel Corporation or Louisville Dryer Company including without limitation such of the following items as are currently so located:

<u>Quantity</u>	<u>Description</u>
1	Used Astec 4 bin cold feed system
1	100 ton SH silo
1	Main drag slat conveyor
1	Silo
1	Bituma-Stor drag slat conveyor
1	Used Astec 36" x 67' drag slat
1	Hot Oil Heat Exchanger
1	Hot Oil Heat Exchanger
1	Expansion Tank
1	Expansion Tank
1	Hot Oil Heat Exchanger- Canada
1	Expansion Tank
1	C2-GO-15C Combo Oil/Gas

1	Paint Sprayer		
1	Overhead Crane		
6	Arc Welders		
1	Vertical Saw		
6	Step Ladders		
1	Digital Scale		
4	Ladders		
5	File Cabinet		
5	Phones/Phone System		
1	Computer Engraving Machine		
5	Wood/Metal Desks		
10	Chairs		
1	Electrical Time System		
1	Drawing File Cabinet		
1	Metal Desk		
21	Metal File Cabinets		
1	Telephone System		
8	Bolt Bins		
10	Heavy Duty Saw Horses		
8	Portable Carts		
N/A	All furniture, fixtures and equipment located at 12700 Shelbyville Rd., Ashland Building, Louisville, KY, and owned by GenTec Equipment Co.		
9	Trademarks		
	• Niteowl	U.S. Registration No. 1,894,968	
	• Rap Gator	U.S. Registration No. 1,895,907	
	• GenTec	U.S. Registration No. 1,919,275	
	• GenTec (and design)	U.S. Registration No. 1,925,850	
	• GenTec (and design)	Kentucky Registration No. 11219	
	• Stansteel	U.S. Registration No. 2,009,826	
	• Louisville	U.S. Registration No. 2,258,316	
	• Louisville Drying Machinery	U.S. Registration No. 2,258,317	
	• Industrial Kiln & Dryer Company		
2	Patents		
	• Asphalt Plant for Both Continuous and Batch Operations	5,556,197	September 17, 1996
	• Method for Operating an Asphalt Plant for Both Continuous and Batch Operations	5,607,231	March 4, 1997
1	Telephone System currently installed in premises at 12700 Shelbyville Rd., Ashland Bldg., Louisville, KY 40243.		
1	Ricoh Copier No. AQ 330		
1	Telephone System currently installed in premises at 12611 Townepark Way, Louisville, KY 40243.		
1	Telephone System currently installed in premises at 1100 Industrial Blvd., Louisville, KY 40219		
1	Ricoh Copier, NO AR 697		
1	Epson Stylus Color Printer, S/N AAA1184594		
1	Canon Fax Machine, Model No. L-3706		
1	Hewlett Packard Fax Machine, S/N MY582A304D		
1	IBM Wheelwriter 1000 Typewriter		
4	Tire and Trunnion Grinding Rigs		