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

04-08-2002

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



102046235

... documents or copy thereof.

To the Honorable Commissioner of Patent

1. Name of conveying party(ies):

Atromick International, Inc.

3-20-02

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

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

3. Nature of conveyance:

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

Execution Date: January 31, 2002

2. Name and address of receiving party(ies)

Name: SunTrust Bank, as Agent

Internal Address: 3rd Floor

Street Address: 303 Peachtree St., N.E.

City: Atlanta State: GA Zip: 30308

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,302,079

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

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

Name: Amanda Jane Elliott, Esq.

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Amanda Jane Elliott Name of Person Signing

[Signature] Signature

March 19, 2002 Date

Total number of pages including cover sheet, attachments, and document: 8

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

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TRADEMARK REEL: 002476 FRAME: 0480

THIRD SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Third Supplemental Trademark Security Agreement (the "Agreement"), is made as of the 31st day of January, 2002, among **ARTROMICK INTERNATIONAL, INC.**, a Delaware corporation (the "Borrower") and **SUNTRUST BANK (f/k/a SunTrust Bank, Atlanta)**, as agent (the "Agent"),

W I T N E S S E T H:

WHEREAS, the Borrower and the Agent are parties to that certain Trademark Security Agreement dated as of May 7, 1998 (the "Trademark Agreement") as supplemented by that certain Supplemental Trademark Security Agreement dated as of January 28, 1999 and by that certain Second Supplemental Trademark Security Agreement dated as of May 5, 1999; and

WHEREAS, pursuant to paragraph 6 of the Trademark Agreement the Borrower is required to notify the Agent if the Borrower (i) obtains rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) becomes entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor and the provisions of paragraph 4 of the Trademark Agreement shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses); and

WHEREAS, paragraph 6 further authorizes the Agent to modify the Trademark Agreement unilaterally (i) by amending Schedule 1 to the Trademark Agreement to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under paragraph 4 of the Trademark Agreement or under paragraph 6 of the Trademark Agreement and (ii) by filing, in addition to and not in substitution for the Trademark Agreement, a duplicate original of the Trademark Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications; and

WHEREAS, in connection therewith, the Borrower and the Agent desire further to supplement the Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Agreement, and further agree as follows:

1. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Agent for the benefit of the Lender Group a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on the Supplement III to Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 1(i), are sometimes hereinafter individually and/or collectively referred to as the "New Trademarks"); and (ii) the goodwill of the Borrower's business connected with and symbolized by the New Trademarks.
2. Amendment to Schedule 1 of Trademark Agreement. Schedule 1 of the Trademark Agreement is hereby supplemented by the Supplement III to Schedule 1 attached hereto and incorporated herein by reference.
3. Incorporation of the Trademark Agreement. The Trademark Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
4. Counterparts/Telecopy Signature. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Agreement as of the day and year first written above.

Sworn to and subscribed before me this 25 day of January, 2002.

Vicky D. Martie
NOTARY PUBLIC

My Commission Expires

Vicky D. Martie
Notary Public, State of Ohio
Commission Expires Feb. 4, 2003

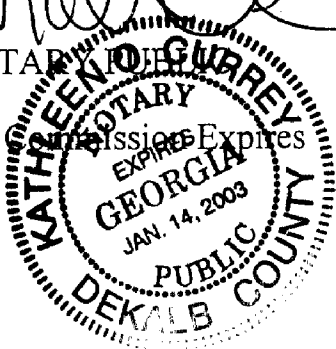
ARTROMICK INTERNATIONAL, INC.

By: *[Signature]*
Its: Chief Financial Officer

Accepted and agreed to as of the day and year first above written:

Sworn to and subscribed before me this 28th day of ~~January~~, 2002.
February

[Signature]
NOTARY PUBLIC
My Commission Expires



SUNTRUST BANK
(f/k/a SunTrust Bank, Atlanta),
as Agent

By: *[Signature]* MICHAEL LAPRISI
Its: DIRECTOR

Supplement III to Schedule 1
to the Trademark Agreement

<u>Trademark Registration Number</u>	<u>Title</u>	<u>File Date</u>
2,302,079	AUTO GO	December 21, 1999

NYDOCS: SUPPLEMENTAL TRADEMARK ASSIGNMENT(V4)NYDOCS:1032719.1

RECORDED: 03/20/2002

**TRADEMARK
REEL: 002476 FRAME: 0484**