

04-12-2002



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

102053860

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): 3-25-02  
National Bank of Canada  
One Oxford Centre  
Pittsburgh, PA 15219  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Canadian Chartered Bank

2. Name and address of receiving party(ies)  
Name: PNC Bank, National Association  
Internal Address: One PNC Plaza  
Street Address: 249 Fifth Avenue  
City: Pittsburgh State: PA Zip: 15222

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Banking Association

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

Execution Date: 1/15/02

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

A. Trademark Application No.(s) 75/278,331  
75/156,862, 75/632,767

B. Trademark Registration No.(s) 1,088,746  
1,888,503, 1,895,102  
1,896,246, 1,922,028

Additional number(s) attached  Yes  No

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

Name: Vivian L. Polak

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

Street Address: LeBoeuf, Lamb, Greene & MacRae, L.L.P.  
125 West 55th Street

City: New York State: N.Y. Zip: 10019

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

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.

Vivian L. Polak

Name of Person Signing

Signature

3/22/02

Date

7

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

04/11/2002 DBYRNE 00000108 75278331

01 FC: 81  
02 FC: 482

40.00 OP  
275.00 OP

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

TRADEMARK  
REEL: 002481 FRAME: 0215

Trademark Registrations

1,951,403

1,972,307

1,980,365

2,147,449

## **Assignment and Acceptance**

Reference is made to (i) the Assignment for Security - Patents, dated as of June 23, 1999, between Creative Pultrusions, Inc. and National Bank of Canada (the "Assignor") and recorded in the U.S. Patent and Trademark Office at Reel 010197 Frame 0019 and (ii) the Assignment for Security - Trademarks, dated as of June 23, 1999 between Creative Pultrusions, Inc. and the Assignor and recorded in the U.S. Patent and Trademark Office at Reel 001951 Frame 0431 (together, the "Security Assignments").

The Assignor and PNC Bank, National Association (the "Assignee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. The Assignor hereby sells and assigns, without recourse, to the Assignee, and the Assignee hereby purchases from the Assignor and assumes, as of the Effective Date (as defined below), all the Assignor's rights and obligations under the Security Assignments, including all interest in and to the collateral granted pursuant to the Security Assignments (which collateral includes the property listed on Exhibit A hereto).

2. The Assignee and the Assignor agree that the liability of each of them under this Assignment and Acceptance and any other agreement, document, certificate or instrument delivered by either pursuant hereto shall be limited as provided in the Asset Purchase Agreement, dated as of November 15, 2001, between the Assignor, National Canada Finance LLC and the Assignee.

3. The effective date of this Assignment and Acceptance shall be January 15, 2002 (the "Effective Date").

4. This Assignment and Acceptance shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania.

5. This Assignment and Acceptance may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment and Acceptance to be executed and delivered as of January 15, 2002.

NATIONAL BANK OF CANADA, as  
Assignor

By:   
Name: LORIANN CURNIN  
Title: GROUP VICE PRESIDENT

PNC BANK, NATIONAL ASSOCIATION, as  
Assignee

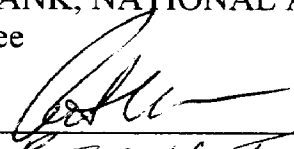
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment and Acceptance to be executed and delivered as of January 15, 2002.

NATIONAL BANK OF CANADA, as  
Assignor

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

PNC BANK, NATIONAL ASSOCIATION, as  
Assignee

By:   
Name: PETER W. THOMPSON  
Title: SENIOR VICE PRESIDENT

# EXHIBIT A

## PATENTS

<u>Patent No.</u>	<u>Date of Issue</u>	<u>Title</u>	<u>Country</u>
5,556,496	September 17, 1996	Pultrusion Method for Making Variable Cross-Section Thermoset Articles	U.S.
5,716,487	February 10, 1998	Pultrusion Apparatus	U.S.

## PATENT APPLICATIONS

<u>Serial No.</u>	<u>Date of Filing</u>	<u>Title</u>	<u>Country</u>
09/205,455	December 4, 1998	Pultrusion Die and Method of Manufacture	U.S.
2,255,524	December 7, 1998	Improved Pultrusion Die and Method of Manufacture	Canada
WO 96/21551	January 5, 1996	Pultrusion Method and Apparatus	WIPO/PCT

TRADEMARKS/SERVICE MARKS

<u>Registration No.</u>	<u>Date of Issue</u>	<u>Mark</u>	<u>Country</u>
1,088,746	April 4, 1978	PULTEX	U.S.
1,888,503	April 11, 1995	SUPERSTIK	U.S.
1,895,102	May 23, 1995	CREATIVE PULTRUSIONS	U.S.
1,896,246	May 30, 1995	SHAPING THE FUTURE	U.S.
1,922,028	September 26, 1995	SYSTEM 30	U.S.
1,951,403	January 23, 1996	TOPDIE	U.S.
1,972,307	May 7, 1996	CP (Design)	U.S.
1,980,365	June 18, 1996	CP (Design) (w/Border)	U.S.
2,147,449	March 31, 1998	FLOWGRIP	U.S.
TMA 501,177	September 24, 1998	CREATIVE PULTRUSIONS (& CP Design) (word w/CP design)	Canada

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TRADEMARKS/SERVICE MARK APPLICATIONS

<u>Application Serial No.</u>	<u>Date of Filing</u>	<u>Mark</u>	<u>State/Country</u>
75/278,331	April 16, 1997	SUPERSTUDI	U.S.
819,992,208	July 28, 1997	CREATIVE PULTRUSIONS (& CP Design) (word w/CP design)	Brazil
605204	August 13, 1997	CREATIVE PULTRUSIONS (& CP Design) (word w/CP design)	European Union (Community Trademark)
319544	January 14, 1998	CREATIVE PULTRUSIONS (& CP Design) (word w/CP design)	Mexico
75/156,862	March 26, 1990	TOPSCAN	U.S.
75/632,767	February 2, 1999	DYNAPUL	U.S.