



04-25-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027

RE

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):

B I Moyle Associates, Inc.

4-19-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 28, 2002

2. Name and address of receiving party(ies)

The Huntington National Bank

Name: Internal Address:

Street Address: 41 South High Street

City: Columbus State: Ohio Zip: 43215

Individual(s) citizenship Association national banking 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)

1600537

Additional number(s) attached Yes No

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

Name: Cary W. Purcell

Internal Address: Purcell & Scott, Co., L.P.A.

Street Address: 6035 Memorial Drive

City: Dublin State: Ohio Zip: 43017

6. Total number of applications and registrations involved: 1

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

- 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.

Cary W. Purcell

Name of Person Signing

Purcell & Scott Co., L.P.A. Cary W. Purcell President

Signature

April 18, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

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: 2490 FRAME: 0858

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "**Collateral Assignment**") is made as of February 28, 2002, by and between CSI ACQUISITION, LLC, an Ohio limited liability company having an office at 8120 State Route 138, Williamsport, Ohio 43164 ("**CSI**"), and B I. MOYLE ASSOCIATES, INC., a Minnesota corporation having an office at 5578 Lincoln Drive, Minneapolis, Minnesota 55436 ("**BIM**") and together with CSI, the "**Assignor**") and THE HUNTINGTON NATIONAL BANK, a national banking association, having an office at 41 South High Street, Columbus, Ohio 43215 ("**Lender**").

RECITALS

A. Assignor is the owner of certain trademarks listed in Exhibit A attached to this Collateral Assignment.

B. Assignor has entered into that certain Loan Agreement dated as of the date hereof (as from time to time amended, modified or supplemented, the "**Loan Agreement**"), with the Lender, pursuant to which, upon the satisfaction by the Assignor of certain terms and conditions contained therein, the Lender will make certain advances and other financial accommodations available to Assignor.

C. Pursuant to the Loan Agreement, Assignor has agreed to grant the Lender a first priority perfected security interest in all of its right, title and interest in and to the trademarks described in Exhibit A, and the goodwill symbolized by such trademarks (the "**Goodwill**") as collateral security for the Loans (as defined in the Loan Agreement).

D. Assignor is the owner of the entire right, title and interest in the trademarks and Goodwill that are the subject hereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Assignor hereby:

1. Assigns, pledges and grants to the Lender, as security for the Loans, a first priority perfected security interest in and to the trademarks listed in Exhibit A and to the Goodwill, and a first priority perfected security interest in and to all trademarks and Goodwill acquired by Assignor after the date hereof;

2. Assigns, pledges and grants to the Lender, as security for the Loans, a first priority perfected security interest in and to any license agreements in which Assignor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred by the Assignor, as

specified as of the date hereof on Exhibit B); and

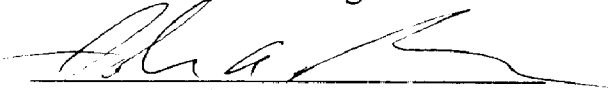
3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note in its records the existence of the first priority perfected security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Assignor after the date hereof.

IN WITNESS WHEREOF, Assignor has caused its corporate seal to be affixed hereunto and duly attested, and has caused this Collateral Assignment to be signed by its authorized officer the day and year first above written.

“ASSIGNOR”

CSI ACQUISITION, LLC

By: Connectivity Systems Incorporated
Its: Sole Member & Manager

By: 
John A. Rankin
Its: President

B I MOYLE ASSOCIATES, INC.

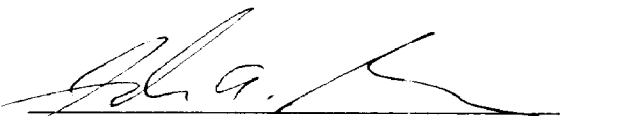
By: 
Name: John A. Rankin
Its: President

EXHIBIT A

TRADEMARKS/SERVICE MARKS

CSI			
Mark	Reg. No.	Reg. Date	Owner
None.			

BIM			
Mark	Reg. No.	Reg. Date	Owner
BIM	1600537	June 12, 1990	B I Moyle Associates, Inc.

EXHIBIT B

NON-ASSIGNABLE LICENSES

CSI	BIM
None.	None.