

01-23-2003

Form PTO-1594 (Rev. 03/01) **9-23-02**
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



102340343

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

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

1. Name of conveying party(ies):

Kreonite, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 08/22/2002

2. Name and address of receiving party(ies)

Name: Wells Fargo Business Credit, Inc.

Internal

Address: MAC N9312-040, Wells Fargo Center

Street Address: 6th & Marquette

City: Minneapolis State: MN Zip: 55479

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- 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) 76-129934

B. Trademark Registration No.(s) 668,664

Additional number(s) attached Yes No

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

Name: Patricia A. Toalson

Internal Address:

Street Address: Husch & Eppenberger

1200 Main Street, Suite 1700

City: Kansas City State: MO Zip: 64105

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Fee paid

DO NOT USE THIS SPACE

9. Signature.

Patricia A. Toalson

Name of Person Signing

Signature

09/17/02

Date

Total number of pages including cover sheet, attachments, and document: 15

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

09/26/2002 BANNED 00000067 76129934

01 FC:481

02 FC:482

40.00 DP
200.00 BP

**TRADEMARK
CONTINUATION SHEET**

Continuation of Item number 1:

Hope Imaging Corporation

Continuation of Item number 4 B:

1,723,467

1,148,794

1,386,698

988,372

1,723,466

2,105,045

1,038,743

\\ODMA\PCDOCS\KANSAS_CITY\570493\1

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of August 28, 2002 is made by and between KREONITE, INC., a Kansas corporation having a business location at the address set forth below next to its signature (the "Debtor") and HOPE IMAGING CORPORATION, a Delaware corporation having a business address set forth below next to its signature ("Pledgor") and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor. The Pledgor is a subsidiary of Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor and Pledgor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's and Pledgor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s and Pledgor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor and Pledgor hereby irrevocably pledge and assign to, and grant the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor and Pledgor represent, warrant and agree as follows:

(a) **Existence; Authority.** The Debtor and Pledgor are corporations duly organized, validly existing and in good standing under the laws of their state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor and Pledgor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor and the Pledgor as of the date hereof, or to which the Debtor or Pledgor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor or Pledgor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor or Pledgor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor and Pledgor as of the date hereof and accurately reflect the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor’s, Pledgor’s or any Affiliate’s business(es). If after the date hereof, the Debtor or Pledgor own or control any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor’s, Pledgor’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect

the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor and Pledgor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor or Pledgor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor and Pledgor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor or Pledgor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor and Pledgor have absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor and Pledgor (i) will have, at the time the Debtor and Pledgor acquire any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor and Pledgor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor and Pledgor will at their own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor and Pledgor will at their own expense maintain the Patents and the Trademarks to the extent reasonably advisable in their business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor and Pledgor covenant that they will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor or Pledgor fail to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor and Pledgor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor and/or Pledgor notify the Secured Party that they intend to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor or Pledgor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor and Pledgor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor and Pledgor hereby irrevocably appoint (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor and of the Pledgor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor or Pledgor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor or Pledgor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor and Pledgor hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor and Pledgor's Use of the Patents and Trademarks. The Debtor and Pledgor shall be permitted to control and manage the Patents and Trademarks, including

the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor or Pledgor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor and Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor and Pledgor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor or Pledgor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor, Pledgor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and Pledgor and delivered to the Secured Party, and the Debtor and Pledgor waive notice of the Secured


Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor or Pledgor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

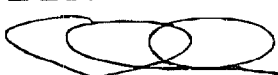
Kreonite, Inc.
715 E. 10th
Wichita, KS 67201-2099

KREONITE, INC.

By: 
Name: Gary W. Fuller
Title: President

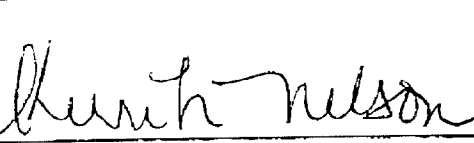
Hope Imaging Corporation
715 E. 10th
Wichita, KS 67201-2099

HOPE IMAGING CORPORATION

By: 
Name: Gary W. Fuller,
Title: President

Wells Fargo Business Credit, Inc.
Wells Fargo Center
MAC N9312-040
Sixth and Marquette
Minneapolis, Minnesota 55479

WELLS FARGO BUSINESS CREDIT, INC.

By: 
Name: Kerri L. Nelson
Title: Officer

STATE OF Kansas)

COUNTY OF Sedgwick)

The foregoing instrument was acknowledged before me this 29th day of August, 2002, by Gary W. Fuller, the President of Kreonite, Inc., a Kansas corporation, on behalf of the corporation.

Lezli J. VanDerBom
Notary Public

Lezli J. Van Der Bom
Type or Print Name

My Commission Expires:

6/24/05



STATE OF Kansas)

COUNTY OF Sedgwick

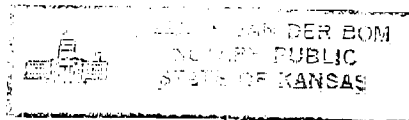
The foregoing instrument was acknowledged before me this 29th day of August, 2002, by Gary W. Fuller, the Director of Hope Imaging Corporation, a Delaware corporation, on behalf of the corporation.

Lezli J. VanDerBom
Notary Public

Lezli J. VanDerBom
Type or Print Name

My Commission Expires:

6/24/05



STATE OF MN)

COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 5th day of September, 2002, by Kerri L. Nelson, an Officer of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Constance Nesbitt
Notary Public

Constance Nesbitt
Type or Print Name

My Commission Expires:

January 31, 2005

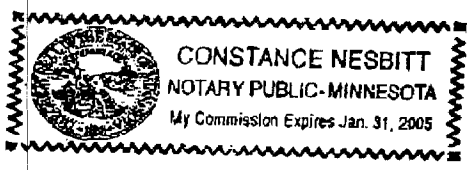


EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Owner</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Kreonite, Inc.	Anti-skiving device	4,256,001	March 17, 1981

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
None			

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Kreonite, Inc.	Kreonite	668,664	October 21, 1958
Kreonite, Inc.	Kreonite	1,723,467	October 13, 1992
Kreonite, Inc.	Viewmatic	1,148,794	March 24, 1981
Kreonite, Inc.	ProMate	1,386,698	March 18, 1986
Kreonite, Inc.	Pro-Line	988,372	July 16, 1974
Kreonite, Inc.	Kreolab	1,723,466	October 13, 1992
Hope Imaging Corporation	Hope Imaging	2,105,045	October 14, 1997
Hope Imaging Corporation	Hope	1,038,743	May 4, 1976

APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
None			

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

<u>Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Kreonite, Inc.	EIKONA	76,129,934	September 18, 2000