

11-04-2002

Form PTO-1594

R

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼



102269622

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

*Resubmit*

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

1. Name of conveying party(ies):

*11-4-02*

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Assignment as attached
- Merger
- Change of Name

Execution Date: 04/29/2002

2. Name and address of receiving party(ies)

Name: Glas-Craft, Inc.

Internal Address: Suite 102

Street Address: 5845 West 82nd Street

City: Indianapolis State: IN Zip: 46278

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

See Exhibit A attached hereto

Additional number(s) attached  Yes  No

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

Name: Bradley S. Fuson, Esq.

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

Street Address: One Indiana Square, Suite 2800

City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved: \_\_\_\_\_

6

7. Total fee (37 CFR 3.41) .....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

Bradley S. Fuson

Name of Person Signing

*Bradley S. Fuson*  
Signature

11/1/02

Date

Attorney for Conveying Party

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

**TRADEMARK**  
**REEL: 002609 FRAME: 0487**

Exhibit A  
To  
Termination of Collateral Agreements  
By  
Union Planters Bank, N.A.  
Conveying Party

Trademark Registration Numbers:

1,557,633

1,535,001

1,239,971

2,050,387

2,070,977

2,085,324

08-08-2002

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

RE



102182306

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): Union Planters Bank, N.A. MRD 8-5-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
[X] Other National Banking Association
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Glas-Craft, Inc.
Internal
Address: Suite 102
Street Address: 5845 W. 82nd Street
City: Indianapolis State: IN Zip: 46278
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Indiana
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
[X] Other Release of Assignment
Execution Date:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See Exhibit A attached hereto
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Bradley S. Fuson
Internal Address:
Street Address: One Indiana Square Suite 2800
City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41): \$ 165.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number: N/A

DO NOT USE THIS SPACE

9. Signature.
Bradley S. Fuson, as Name of Person Signing Attorney for Conveying Party
Signature: [Signature] Date: 7/29/02
Total number of pages including cover sheet, attachments, and document: 2

08/07/2002 LINDSEY 00000296 1557633

01 FC:481 40.00 DP
02 FC:482 125.00 DP

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

TRADEMARK REEL: 002609 FRAME: 0489

Exhibit A  
To  
Recordation Form Cover Sheet  
By  
Union Planters Bank, N.A.  
Conveying Party

Trademark Registration Numbers:

1,557,633  
1,535,001  
1,239,971  
2,050,387  
2,070,977  
2,085,324

Exhibit A  
To  
Recordation Form Cover Sheet  
By  
Union Planters Bank, N.A.  
Conveying Party

Trademark Registration Numbers:

1,557,633  
1,535,001  
1,239,971  
2,050,387  
2,070,977  
2,085,324

**TERMINATION  
OF  
COLLATERAL AGREEMENTS**

THIS TERMINATION OF COLLATERAL AGREEMENTS (the "Agreement"), made and entered into this 29 day of April, 2002, by and among Union Planters Bank, N.A. ("Bank"), Cohesant Technologies Inc. ("Company"), Glas-Craft, Inc. ("Glas-Craft"), and Raven Lining Systems, Inc. ("Raven") (Glas-Craft and Raven collectively referred to as "Guarantors").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Amendment No. 4 to Credit and Security Agreement dated as of even date herewith ("Amendment No. 4") between the Company and the Bank, the Bank has extended the maturity and revised certain terms relating to the credit facilities (collectively, the "Credit Facilities") previously advanced by the Bank to the Company, which Credit Facilities are guaranteed by the Guarantors; and

WHEREAS, the Bank has agreed to release certain collateral obligations of the Company and Guarantors incidental to the renewal and amendment to the Credit Facilities as evidenced by the Amendment No. 4, which release and termination shall be in accordance with and subject to the terms and provisions as set forth in this Agreement.

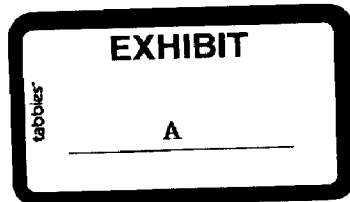
NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Bank and the Guarantors intending to be legally bound, hereby agree as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Agreement.

Section 2. Termination. Subject to the further terms and limitations contained herein, the following designated credit and collateral agreements (collectively, the "Credit and Collateral Agreements") shall be terminated, effective upon the execution of this Agreement and the Amendment No. 4 ("Effective Time"):

- (a) Security Agreement executed by Glas-Craft dated May 15, 1998;
- (b) Security Agreement executed by Raven dated May 15, 1998; and
- (c) Assignment, Security Agreement and Mortgage-Trademarks executed by Glas-Craft dated May 15, 1998;

Section 3. Reinstatement. Notwithstanding any terms or provisions contained this Agreement, the Amendment No. 4 or the Credit and Collateral Agreements to the contrary, each of the Credit and Collateral Agreements as set forth in Section 2 hereof shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any



of the Credit Facilities or other obligations of the Company to the Bank received by the Bank prior to the date of this Agreement is rescinded or must otherwise be restored or returned by the Bank upon the insolvency, bankruptcy, dissolution, liquidation or organization of the Company or any of the Guarantors, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Company or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made with the effect that the Credit and Collateral Agreements shall be reinstated as if this Agreement had never been executed and the Company and the Guarantors, upon the occurrence of such events, hereby ratify and confirm their continuing obligations under such Credit and Collateral Agreements.

#### Section 4. Miscellaneous.

4.01. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

4.02. Benefits. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their respective representatives, successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

4.03. Headings. The headings in this Agreement have been inserted solely for ease of reference and shall not be considered in the interpretation, construction or enforcement of this Agreement.

4.04. Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions (or portion thereof) had never been contained herein.

4.05. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

4.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to the choice of law principles or rules thereof.

4.07. Entire Agreement. This Agreement supersedes all other prior understandings, commitments, representations, negotiations or agreements, whether oral or written, between the parties hereto relating to the matters contemplated hereby and together with the Pay-Off Letter, constitute the entire agreement between the parties hereto relating to the subject matter hereof.

4.08. Construction. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Company, the Bank and the Guarantors have entered into, red and delivered this Agreement as of the day and year first above written.

COHESANT TECHNOLOGIES INC.

By: Robert Pawlak

Printed: Robert PAWLAK

Title: CEO

UNION PLANTERS BANK, N.A.

By: Janet K. Carter  
Janet K. Carter, Vice President

GLAS-CRAFT, INC.

By: Robert Pawlak

Printed: Robert PAWLAK

Title: Controller

RAVEN LINING SYSTEMS, INC.

By: Robert Pawlak

Printed: Robert PAWLAK

Title: TREASURER

798\_1.DOC



Exhibit A  
To  
Termination of Collateral Agreements  
By  
Union Planters Bank, N.A.  
Conveying Party

Trademark Registration Numbers:

- 1,557,633
- 1,535,001
- 1,239,971
- 2,050,387
- 2,070,977
- 2,085,324

**TERMINATION  
OF  
COLLATERAL AGREEMENTS**

THIS TERMINATION OF COLLATERAL AGREEMENTS (the "Agreement"), made and entered into this 29 day of April, 2002, by and among Union Planters Bank, N.A. ("Bank"), Cohesant Technologies Inc. ("Company"), Glas-Craft, Inc. ("Glas-Craft"), and Raven Lining Systems, Inc. ("Raven") (Glas-Craft and Raven collectively referred to as "Guarantors").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Amendment No. 4 to Credit and Security Agreement dated as of even date herewith ("Amendment No. 4") between the Company and the Bank, the Bank has extended the maturity and revised certain terms relating to the credit facilities (collectively, the "Credit Facilities") previously advanced by the Bank to the Company, which Credit Facilities are guaranteed by the Guarantors; and

WHEREAS, the Bank has agreed to release certain collateral obligations of the Company and Guarantors incidental to the renewal and amendment to the Credit Facilities as evidenced by the Amendment No. 4, which release and termination shall be in accordance with and subject to the terms and provisions as set forth in this Agreement.

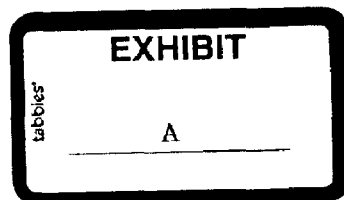
NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Bank and the Guarantors intending to be legally bound, hereby agree as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Agreement.

Section 2. Termination. Subject to the further terms and limitations contained herein, the following designated credit and collateral agreements (collectively, the "Credit and Collateral Agreements") shall be terminated, effective upon the execution of this Agreement and the Amendment No. 4 ("Effective Time"):

- (a) Security Agreement executed by Glas-Craft dated May 15, 1998;
- (b) Security Agreement executed by Raven dated May 15, 1998; and
- (c) Assignment, Security Agreement and Mortgage-Trademarks executed by Glas-Craft dated May 15, 1998;

Section 3. Reinstatement. Notwithstanding any terms or provisions contained this Agreement, the Amendment No. 4 or the Credit and Collateral Agreements to the contrary, each of the Credit and Collateral Agreements as set forth in Section 2 hereof shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any



of the Credit Facilities or other obligations of the Company to the Bank received by the Bank prior to the date of this Agreement is rescinded or must otherwise be restored or returned by the Bank upon the insolvency, bankruptcy, dissolution, liquidation or organization of the Company or any of the Guarantors, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Company or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made with the effect that the Credit and Collateral Agreements shall be reinstated as if this Agreement had never been executed and the Company and the Guarantors, upon the occurrence of such events, hereby ratify and confirm their continuing obligations under such Credit and Collateral Agreements.

Section 4. Miscellaneous.

4.01. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

4.02. Benefits. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their respective representatives, successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

4.03. Headings. The headings in this Agreement have been inserted solely for ease of reference and shall not be considered in the interpretation, construction or enforcement of this Agreement.

4.04. Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions (or portion thereof) had never been contained herein.

4.05. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

4.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to the choice of law principles or rules thereof.

4.07. Entire Agreement. This Agreement supersedes all other prior understandings, commitments, representations, negotiations or agreements, whether oral or written, between the parties hereto relating to the matters contemplated hereby and together with the Pay-Off Letter, constitute the entire agreement between the parties hereto relating to the subject matter hereof.

4.08. Construction. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.