FORM PTO-1618A
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OMB 0651-0027

12-30-2002

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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FINANCE SECTION

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation) Document ID # _____
- ☐ Correction of PTO Error Reel # _____ Frame # _____
- ☐ Corrective Document Reel # _____ Frame # _____

12-19-02

Conveyance Type

- ☐ Assignment
- ☐ License
- ☒ Security Agreement
- ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other _____

Effective Date Month Day Year: 12 /03/ 2002

Conveying Party

☐ Mark if additional names of conveying parties attached

Name: Enduro Systems, Inc.

Effective Date Month Day Year: 12 / 03 / 2002

Formerly _____

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other _____

☒ Citizenship/State of Incorporation/Organization: Texas

Receiving Party

☐ Mark if additional names of receiving parties attached

Name: PNC BANK, NATIONAL ASSOCIATION

DBA/AKA/TA _____

Composed of _____

Address (line 1): 2121 San Jacinto, Suite 1850

Address (line 2) _____

Address (line 3): Dallas (City) Texas (State/Country) 75201 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other National Banking Association

☐ Citizenship/State of Incorporation/Organization _____

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Prepresentative should be attached.
(Designation must be a separate document from Assignment.)

12/27/2002 LMUELLER 00000238 868170

01 FC:8521 40.00 OP
02 FC:8522 250.00 OP

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public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Dallas2 947782 v 1, 55389.00003

Domestic Representative Name and Address **Enter for the first Receiving Party only.**

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address **Area Code and Telephone Number** 214/855-4500

Name Andrea Walker

Address (line 1) Jenkens & Gilchrist, A Professional Corporation

Address (line 2) 1445 Ross Avenue, Suite 3200

Address (line 3) Dallas, Texas 75202-2799

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s) ☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)		
	868,170	1,299,512	1,416,950
	909,775	1,315,790	1,706,781
	1,023,190	1,316,955	1,759,727
	1,185,778	1,375,611	

Number of Properties Enter the total number of properties involved. # 11

Fee Amount **Fee Amount for Properties Listed (37 CFR 3.41):** $290.00

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 10-0447

Authorization to charge additional fees: Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Andrea Walker	Andrea Walker	December 19, 2002
Name of Person Signing	**Signature**	**Date Signed**

TRADEMARK SECURITY AGREEMENT
(Enduro Systems, Inc.)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is between ENDURO SYSTEMS, INC., a Texas corporation (the "Debtor"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association (the "Secured Party"), acting in its capacity as administrative agent under the Loan Agreement described hereinbelow, and is executed pursuant to that certain Revolving Credit, Term Loan, and Security Agreement dated as of December 3rd, 2002 (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement) among the Debtor, each of the other Obligated Parties, the Lenders party thereto, and the Secured Party.

Recitals:

Pursuant to the terms of the Loan Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) any written

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agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 3rd day of ~~November~~ December, 2002.

DEBTOR:

ENDURO SYSTEMS, INC.

By: _____
Walter C. Greig
President

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION,
as administrative agent

By: _____
Christy West
Vice President

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ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 26th day of November, 2002, by Walter C. Greig, as President of Enduro Systems, Inc., a Texas corporation, on behalf of such corporation.

GREGORY J. HAUSDORF
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 10-02-2004

{Seal}

Gregory J. Hausdorf
Notary Public in and for the State of Texas

My commission expires:_____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 26th day of November, 2002, by Christy West, as Vice President of PNC Bank, National Association, a national banking association, on behalf of such banking association.

GREGORY J. HAUSDORF
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 10-02-2004

{Seal}

Gregory J. Hausdorf
Notary Public in and for the State of Texas

My commission expires:_____

Schedule 1
to
Trademark Security Agreement

Trademarks

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Type of Mark
Intersystems, Inc.	U.S	IS & Design	868,170	04/15/1969	Logo for Grain Sampling Devices
Intersystems, Inc.	U.S	IS & Design	909,775	03/09/1971	Logo for Grain Sampling Devices
Enduro Systems, Inc.	U.S	SUPER TUFF	1,023,190	10/21/1975	Words for Fiberglass Structures
Enduro Systems, Inc.	U.S	COMPOSITE TECHNOLOGY, INC.	1,299,512	10/09/1984	Words for Glass Fiber Structures
Velasco Scale Co.	U.S	VESCA	1,316,955	01/29/1985	Words for Plastic & Reinforced Fiberglass Pipes
Enduro Systems, Inc.	U.S	DESIGN ONLY	1,315,790	01/22/1985	Logo for Fiberglass Structures
Velasco Scale Co.	U.S	VELCON	1,375,611	12/17/1985	Words for Electronic Process Control Units
Velasco Scale Co..	U.S	VELCON	1,416,950	11/11/1986	Words for Custom Manufacture of Precision Weighing Equipment & Engineering Services Relative to Custom Design Precision Weighing Equipment Systems, Control Systems, etc.
Enduro Systems, Inc.	U.S	CTI & Design	1,706,781	08/11/1992	Words & Logo
Enduro Systems, Inc.	U.S	COMPOSITE TECHNOLOGY, INC.	1,759,727	03/23/1993	Words
Enduro Systems, Inc.	U.S	TUFF SPAN	1,185,778	01/12/1982	Words for Fiberglass Building Materials

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Trademark Licenses

Name of Agreement	Trademark	Date of Agreement
None.		

RECORDED: 12/19/2002
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