

01-09-2003

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

REC

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



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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):

CHP Corporation

12/17/02

☐ Individual(s) ☐ Association☐ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ OtherExecution Date: **April 13, 2001**

2. Name and address of receiving party(ies)

Name: **Foothill Capital Corporation**

Internal

Address: _____

Street Address: **2450 Colorado Avenue**City: **Los Angeles**State: **CA**Zip: **90404**☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership☒ Corporation-State **California**☐ Other _____If assignee is not domiciled in the United States, domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from this application)

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)

1707991; 1707992; 1222498Additional number(s) attached ☐ Yes ☒ No

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

Name: **Stanley Seuradge**Internal Address: **Schulte Roth & Zabel LLP**Street Address: **919 Third Avenue**City: **New York**State: **N.Y.**Zip: **10022**

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41)..... \$ **90.00**☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(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.

Stanley Seuradge

Name of Person Signing

Signature

December 17, 2002

Date

Total number of pages including cover sheet, attachments, and document: **11**

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

01/09/2003 TDIAZ1 00000027 500675 1707991

01 FC:8521
02 FC:852240.00 CH
50.00 CH

9349999.1

TRADEMARK
REEL: 002645 FRAME: 0349

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, CHP CORPORATION (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated as of February 13, 2001 (the "Security Agreement") in favor of FOOTHILL CAPITAL CORPORATION, as arranger and administrative agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby pledge and collaterally assign unto the Assignee and grant to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 13, 2001.

CHP CORPORATION

By: 

Name: V. P. [unclear]

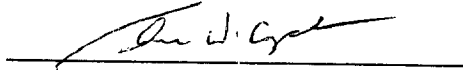
Title: [unclear]

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 13th day of April, 2001, before me personally came Long A. Shelby, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of LHP Corporation, a _____ corporation, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



THOMAS W. CAPLIS
Notary Public, State of New York
No. 01CA8024777
Qualified in New York County
Commission Expires May 17, 2001

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)

TRADEMARKS

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Place of Registration</u>	<u>Issue Date</u>
"CHP"	1,707,991	United States	08/18/92
"CHP (Stylized)"	1,707,992	United States	08/18/92
"CHP CALIFORNIA HEAT PUMP" (and design)	1,222,498	United States	01/04/83

TRADEMARK LICENSES

NONE