

314104

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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03-09-2004



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

To the Honorable Commissioner

102692821

Attached original documents or copy thereof.

1. Name of conveying party(ies):

FryeTech, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: September 30, 2002

2. Name and address of receiving party(ies)

Name: Centrum Newburgh LLC

Internal Address: Suite 300

Street Address: 1129 Miamisburg Centerville Rd

City: Dayton State: OH Zip: 45449

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other Limited Liability Company

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) 0767381, 0785620,

0818976, 1075494, 1075495, 1454213

Additional number(s) attached Yes No

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

Name: Conrad C. Pitts

Internal Address: _____

Street Address: 401 East Tuscaloosa St.

City: Florence State: AL Zip: 35630

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: _____

OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Conrad C. Pitts

Name of Person Signing

Signature

03/04/04

Date

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

03/08/2004 ECDOPER 0000073 0767381

01 FC:8521
02 FC:8522

40.00 OP
125.00 OP

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

TRADEMARK
REEL: 002923 FRAME: 0803

TRADEMARK AND TRADENAME ASSIGNMENT

This TRADEMARK AND TRADENAME ASSIGNMENT is among LaSalle Bank National Association, in its capacity as agent (the "Agent"), FryeTech, Inc., a Delaware corporation (the "Borrower"), and Centrum Newburgh LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Foreclosure Agreement dated as of September 30, 2002 (the "Foreclosure Agreement") among the Agent, the Borrower and the Assignee.

WHEREAS, the Agent, as secured party pursuant to the Credit Agreement and the Related Agreements, has been granted a security interest by the Borrower in certain trademarks and tradenames registered in the United States Patent and Trademark Office (as shown in Schedule A attached hereto, collectively, the "Registered Trademarks"), which the Borrower has adopted, used, and is using and which the Borrower owns;

WHEREAS, the Agent, as secured party pursuant to the Credit Agreement and the Related Agreements, has further been granted a security interest by the Borrower in certain common law trademarks and tradenames (collectively with the Registered Trademarks, the "Trademarks") which the Borrower has adopted, used, is using and which the Borrower owns;

WHEREAS, the Agent, for good and valuable consideration, and pursuant to Section 9-610 of the Uniform Commercial Code and the Foreclosure Agreement, desires to sell, assign and transfer to the Assignee all of the Borrower's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, together with the good will of the business symbolized by the Trademarks and registration thereof;

WHEREAS, the Borrower, solely in an abundance of caution and without any implication whatsoever that the assignment between the Agent and the Assignee hereunder is in any way, or to any extent, limited as to its scope or effectiveness, wishes to ensure the transfer to the Assignee of all of the Borrower's right, title and interest in and to the Trademarks; and

WHEREAS, the Assignee is desirous of acquiring the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Agent and the Borrower hereby sell, assign and transfer to the Assignee, and its successors, assigns and legal representatives, and the Assignee does hereby accept, all of the Borrower's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, together with the goodwill of the business symbolized by the Trademarks and registrations thereof.

EXCEPT AS SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT: NEITHER THE AGENT NOR THE BORROWER MAKES ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE TRADEMARKS OR THE QUANTITY THEREOF; THE BORROWER'S BUSINESS OR PROSPECTS; THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A

UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALUE OF THE TRADEMARKS; AND THE TRADEMARKS ARE SOLD AND ASSIGNED TO THE EXTENT THEY ARE SUBJECT ASSETS WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT. THIS TRADEMARK ASSIGNMENT IS SUBJECT TO, AND QUALIFIED IN ITS ENTIRETY BY, THE EXACT TERMS OF THE FORECLOSURE AGREEMENT.

It is the Agent's intent, under Section 9-610 of the UCC and other applicable law, to transfer all of the Company's right, title and interest in and to the Trademarks to the Assignee for value in accordance with the terms of the Foreclosure Agreement.

The Borrower covenants that, upon the request of, and at the cost of, the Assignee, the Assignee will be provided promptly with all pertinent facts and documents relating to said Trademarks as may be known and reasonably accessible to the Borrower, and the Borrower will testify as to the same in any interference, litigation or any proceeding related thereto, and the Borrower will promptly execute and deliver to the Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, register and enforce said Trademarks and said equivalents thereof, in each case which the Assignee may reasonably and in good faith deem necessary or desirable to carry out the purpose thereof.

Signed this 30th day of September, 2002.

LASALLE BANK NATIONAL ASSOCIATION

By: Mark E. McLauhy

Its: G.S. V.P.

FRYTECH, INC

By: [Signature]

Its: president

CENTRUM NEWBURGH LLC

By: [Signature]

Roger Brown, Manager

State of Illinois §
§
County of Cook §

On this 30th day of September, 2002, personally appeared, Mark E. McCarthy and known to me to be a Group Senior Vice President of LaSalle Bank National Association, the Agent above named, and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Agent and pursuant to authority duly received.

State of Illinois §
§
County of Cook §

On this 30th day of September, 2002, personally appeared Kenneth Smott, and known to me to be a President of FryeTech, Inc., the Borrower above named, and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Borrower and pursuant to authority duly received.

State of Illinois §
§
County of Cook §

On this day of 30th day of September, 2002, personally appeared Roger Brown, and known to me to be a Manager of Centrum Newburgh LLC, the Assignee above named, and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Assignee and pursuant to authority duly received.



Alethea Kachirobas
Notary Public

FRYETECH, INC.

TRADEMARK ASSIGNMENT

SCHEDULE A

<u>Trademark</u>	<u>U.S. Registration No.</u>
Frye	767,381
Impact	785,620
Hot Spot & Design	818,976
Hi-Speed	876,845 (expired - December 23, 2000)
The Image Maker (and Design)	912,152 (canceled - February 25, 2000)
Frye Copysystems	1,075,494
FC Frye Copysystems (and Design)	1,075,495
FryeMark	1,140,738 (canceled - October 27, 2001)
Flexrite	1,454,213