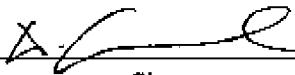


<div>Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ▾ ▾ ▾ ▾ ▾ ▾ ▾</div> <div>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</div> <div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
<div>1. Name of conveying party(ies): The Coe Manufacturing Company</div> <div><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>Ohio</u> <input type="checkbox"/> Other</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>	<div>2. Name and address of receiving party(ies) Name: Ableco Finance LLC Internal Address: 299 Park Avenue Street Address: City: New York State: NY Zip: 10171 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other:</div> <div>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</div>
<div>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</div> <div>Execution Date: October 14, 2004</div>	
<div>4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached schedule Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>	<div>B. Trademark Registration No.(s) See attached schedule</div>
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Daniel Angel, Esq. Internal Address: Schulte Roth & Zabel LLP Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022</div>	<div>6. Total number of applications and registrations involved: 11</div> <div>7. Total fee (37 CFR 3.41)..... \$ 290.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div> <div>8. Deposit account number: 500675 - Schulte Roth & Zabel LLP/Order No. 014951/0573 (Attach duplicate copy of this page if paying by deposit account)</div>
DO NOT USE THIS SPACE	
<div>9. Statement and signature. <i>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.</i> <div><div>Daniel Angel, Esq.</div><div></div><div>October 26, 2004</div></div><div>Name of Person Signing Signature Date</div><div>Total number of pages including cover sheet, attachments, and document: 12</div></div>	

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20531

CH \$290.00 500675 76023290

SCHEDULE 1A

Schedule 6.01(w)(1)
1 of 1

File ID	Type (P, TM)	Patent/Trademark Title	Product Line	Law Firm (Name, City, Country)	Patent Country	Status (Pending, Active, Expired)	Application #	Application Date	Patent/TM #	Patent Issue Date
309	TM	COE SKOOG AND DESIGN		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	ACTIVE	76023290	04/11/00	2566584	05/07/01
313	TM	COE (STYLED)		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	ACTIVE	71519966	07/30/97	537143	02/06/01
314	TM	PERFECTSHAPE (AST)		BLARQUIST SPARKMAN, LLP - PORTLAND, OREGON - USA	US	ACTIVE	74415379	07/22/08	1831157	04/19/09
333	TM	3D TEC		BLARQUIST SPARKMAN, LLP - PORTLAND, OREGON - USA	US	ACTIVE	73913361	09/05/08	11257718	12/04/09
447	TM	COE AND DESIGN		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	ACTIVE	71519966	07/30/97	518063	11/29/99
	TM	WORNUE		BLARQUIST SPARKMAN, LLP - PORTLAND, OREGON - USA	US	ACTIVE	72144584	01/15/03	988301	07/16/04
638	TM	3D ZONE CONTROL		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76572612	01/30/04		
662	TM	BOGZAM		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76533041	07/17/03		
640	TM	COE GROUP INTERNATIONAL		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76538401			
	TM	COE		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76149062	09/09/02		
	TM	COE GROUP		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76573272	02/03/04		

ASSIGNMENT FOR SECURITYTRADEMARKS

WHEREAS, The Coe Manufacturing Company, an Ohio corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, 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 October 14, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

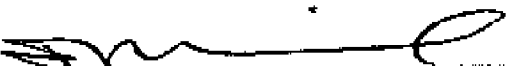
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill 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 and any and all damages arising from past, present and future violations 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, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) 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.

NESS WHEREOF, the Assignor has caused this Assignment to be duly thereunto duly authorized as of October/4, 2004.

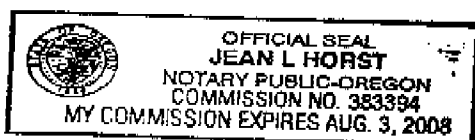
THE COE MANUFACTURING COMPANY

By: 
Name: John Kucharik
Title: President + CEO

The Coe Manufacturing Company - Trademark Assignment

STATE OF Oregon
COUNTY OF Washington

On this 17th day of OCTOBER, 2004 before me personally came John Kuehane to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the PRESIDENT of COE MANUFACTURING, a COMPANY, and that s/he executed the foregoing instrument in the firm name of COE MANUFACTURING, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



[Handwritten Signature]
NOTARY

The Coe Manufacturing Company - Trademark Assignment

Schedule 1A

Schedule 6.01(w)(1)
1 of 1

File ID	Type (P, TM)	Patent/Trademark Title	Product Line	Law Firm (Name, City, Country)	Patent Country	Status (Pending, Active, Expired)	Application #	Application Date	Patent/TM #	Patent Issue Date
309	TM	CODE SHOOT AND DESIGN		WATTS HOFFMAN FISHER & HEINKE CO. LPA CLEVELAND, OHIO - USA	US	ACTIVE	76013299	04/11/00	2546584	05/07/00
313	TM	FOIE (57412810)		WATTS HOFFMAN FISHER & HEINKE CO. LPA CLEVELAND, OHIO - USA	US	ACTIVE	71515966	07/30/97	537343	02/04/01
314	TM	PERFECT SHAPE (AST)		KUORQUIST SPARKMAN, LLP - PORTLAND, OREGON - USA	US	ACTIVE	74415379	01/22/99	1833197	04/09/99
333	TM	10 TEC		KUORQUIST SPARKMAN, LLP - PORTLAND, OREGON - USA	US	ACTIVE	73023761	09/05/99	1625710	12/04/00
447	TM	CODE AND DESIGN		WATTS HOFFMAN FISHER & HEINKE CO. LPA CLEVELAND, OHIO - USA	US	ACTIVE	71520966	07/30/97	518063	11/20/99
	TM	MORALE		KUORQUIST SPARKMAN, LLP - PORTLAND, OREGON - USA	US	ACTIVE	72740594	01/15/03	948301	07/16/04
638	TM	3D ZONE CONTROL		WATTS HOFFMAN FISHER & HEINKE CO. LPA CLEVELAND, OHIO - USA	US	PENDING	76573617	01/30/04		
692	TM	BIOGCOM		WATTS HOFFMAN FISHER & HEINKE CO. LPA CLEVELAND, OHIO - USA	US	PENDING	76533341	07/17/03		
640	TM	CODE GROUP INTERNATIONAL		WATTS HOFFMAN FISHER & HEINKE CO. LPA CLEVELAND, OHIO - USA	US	PENDING	76594301			
	TM	CODE		WATTS HOFFMAN FISHER & HEINKE CO. LPA CLEVELAND, OHIO - USA	US	PENDING	76490582	09/09/00		
	TM	CODE GROUP		WATTS HOFFMAN FISHER & HEINKE CO. LPA CLEVELAND, OHIO - USA	US	PENDING	76503372	02/03/04		

SCHULTE ROTH & ZABEL LLP

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<u>To</u>	<u>Company</u>	<u>Fax No.</u>	<u>Confirmation No.</u>
Assignment Division	USPTO	(703) 306-5995	(703) 308-9726

FROM: Stanley Seuradge	DATE: October 27, 2004
DIRECT DIAL: (212) 610-7495	Number of Pages: 7 (Including Cover Page)
Number of Cover Sheets:	
FILE NO.: 014951/0573	

Additional Message:

Please record the attached document with the U.S. Patent and Trademark Office. If you have any questions, please call Stanley Seuradge at the telephone number listed above.

9546959.1

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