

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ser. and reg. numbers; correct the brief to read "security interest"; correct ser. to read "71529966" not "71929966" previously recorded on Reel 002965 Frame 086. Assignor(s) hereby confirms the additional ser. and reg. numbers.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Coe Manufacturing Company		10/14/2004	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	71529966	COE
Registration Number:	1625718	D TEC
Registration Number:	518061	COE
Registration Number:	988301	MORVUE
Serial Number:	76573612	3D ZONE CONTROL
Serial Number:	76533341	BIOSCAN
Serial Number:	76584501	COE GROUP INTERNATIONAL
Serial Number:	76450262	COE
Serial Number:	76573772	COE GROUP

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900019330

TRADEMARK
REEL: 003025 FRAME: 0094

CH \$240.00 71529966

Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq.
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Signature:	/sas for da/
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Date:	02/09/2005
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Total Attachments: 7
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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0022 (exp. 5/31/2002) Tab settings: 		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		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): <u>The Coe Manufacturing Company</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>Ohio</u> <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Ableco Finance LLC</u> Internal Address: <u>299 Park Avenue</u> Street Address: City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u> <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 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			
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 Execution Date: <u>October 14, 2004</u>		4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See attached schedule</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No B. Trademark Registration No.(s) <u>See attached schedule</u>			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Daniel Angel, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> _____ _____ Street Address: <u>919 Third Avenue</u> _____ _____ City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>		6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 3.41)..... <u>\$ 290.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500675 - Schulte Roth & Zabel LLP/Order No.</u> <u>014951/9573</u> (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
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 style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <u>Daniel Angel, Esq.</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;"> Signature </div> <div style="width: 20%; text-align: right;"> <u>October 26, 2004</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> </div>					

www.4299.org 500675 76023290

ASSIGNMENT FOR SECURITY

TRADEMARKS

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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October/4, 2004.

THE COE MANUFACTURING COMPANY

By: 

Name: John Kucharik

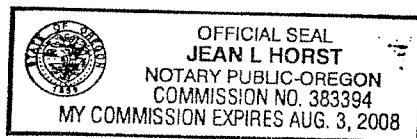
Title: President + CEO

The Coe Manufacturing Company - Trademark Assignment

TRADEMARK
REEL: 003025 FRAME: 0098

STATE OF Oregon
COUNTY OF Washington^{ss:}

On this 13th day of OCTOBER, 2004 before me personally came John Kuehark 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.



A large, stylized handwritten signature in dark ink is written over the word "NOTARY", which is printed in a serif font. The signature appears to be "Jean L. Horst".

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	05/07/02
313	TM	COE (STYLIZED)		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	ACTIVE	71529666	07/30/47	537343	02/06/51
314	TM	PERFECTSHAPE (AST)		KLARQUIST SPARKMAN, LLP - PORTLAND, OREGON - USA	US	ACTIVE	74415379	07/22/93	1831197	04/19/94
333	TM	D TEC		KLARQUIST SPARKMAN, LLP - PORTLAND, OREGON - USA	US	ACTIVE	73823361	09/05/89	1625718	12/04/90
447	TM	COE AND DESIGN		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	ACTIVE	71529666	07/30/47	518061	11/29/49
	TM	MORVUE		KLARQUIST SPARKMAN, LLP - PORTLAND, OREGON - USA	US	ACTIVE	72448564	01/15/73	988301	07/16/74
638	TM	3D ZONE CONTROL		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76573612	01/30/04		
602	TM	BIOSCAN		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76533341	07/17/03		
640	TM	COE GROUP INTERNATIONAL		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76584501			
	TM	COE		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76450362	09/09/02		
	TM	COE GROUP		WATTS HOFFMAN FISHER & HEINKE CO, LPA CLEVELAND, OHIO - USA	US	PENDING	76573772	02/03/04		