

05-25-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30)



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

103245049

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-23-06

1. Name of conveying party(ies):

Sovereign Bank

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other National Banking Association
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: M & B Asset Management, Ltd.

Internal

Address: c/o Eizen Fineburg & McCarthy, P.C.

Street Address: 2001 Market Street, Suite 3410

City: Philadelphia

State: Pennsylvania

Country: U.S.A. Zip: 19103

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 18, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 72290828

B. Trademark Registration No.(s) 0891187

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Mark: SACI Filing Date: 02/12/1968 Issue Date: 05/19/1970

Drawing Type: Words, Letters or Numbers in Typed Form

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

Name: Robert F. Kelly, Esquire

Internal Address: \_\_\_\_\_

Eizen Fineburg & McCarthy, P.C.

Street Address: Two Commerce Square  
2001 Market Street, Suite 3410

City: Philadelphia

State: Pennsylvania Zip: 19103

Phone Number: (215) 751-9666

Fax Number: (215) 751-9310

Email Address: rkelly@efm.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Robert F. Kelly  
Signature

May 18, 2006

Date

Robert F. Kelly, Esquire

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

OFFICE OF THE DIRECTOR OF RECORDS  
MAY 23 11 23 AM '06  
TRADEMARK SECTION  
RECORDS

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT OR REASSIGNMENT OF TRADEMARK

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Sovereign Bank, a federally chartered bank organized under the laws of the United States of America ("Seller"), hereby grants, sells, assigns, transfers and conveys to M & B Asset Management, Ltd., a Texas limited partnership ("Buyer"), and its successors and assigns, all rights, title and interests of Seller in, to and under the Trademark (as defined below) and that certain Collateral Assignment of Patents, Trademarks, Licenses and Copyrights made by and between Stoney Creek Technologies, LLC, and Seller, dated March 11, 1999, a copy of which is attached hereto as an exhibit.

Herein, the "Trademark" means that certain SACI Typed Drawing, Registration Number 0891187, all applications in respect thereof, and all goodwill and business appurtenant thereto. The Trademark was previously assigned by Stoney Creek Technologies, LLC to Seller. Attached hereto as an exhibit is a copy of the USPTO Notice of Recordation of Assignment [of Trademark], Recordation Date May 19, 1999, evidencing such assignment by Stoney Creek Technologies, LLC to Seller.

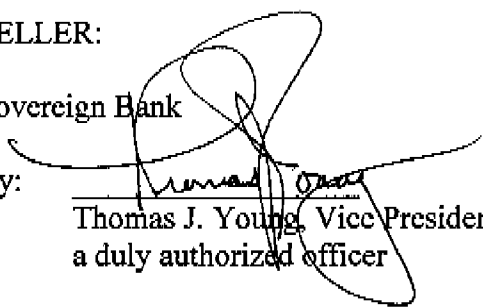
This Assignment is executed, delivered, made and given without recourse and without representations or warranties of any kind or nature, expressed, implied or imposed by law, except as provided in that certain Asset Sale Agreement made by and between Seller and Buyer and dated April 18, 2006.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned has executed this Assignment this 15<sup>th</sup> day of May, 2006.

SELLER:

Sovereign Bank

By:



Thomas J. Young, Vice President,  
a duly authorized officer

***[THIS SPACE INTENTIONALLY LEFT BLANK - NOTARIZATION PAGE FOLLOWS]***

*NB: Attach USPTO cover sheet*

State of Pennsylvania :  
 :  
 :ss.  
 County of Delaware :

On this, the 18<sup>th</sup> day of May, 2006, before me, the undersigned officer, personally appeared Thomas J. Young, who acknowledged himself to be a Vice President of Sovereign Bank, a federally chartered bank organized under the laws of the United States of America, the above-named Seller, and, as such officer, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunder set my hand and official seal.

*Helen M. Malloy*

Notary Public

My Commission Expires: 4/22/08

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Helen M. Malloy, Notary Public  
 Marcus Hook Boro, Delaware County  
 My Commission Expires Apr. 22, 2008  
 Member, Pennsylvania Association Of Notaries

**COLLATERAL ASSIGNMENT OF PATENTS,  
TRADEMARKS, LICENSES AND COPYRIGHTS**

**THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS** is made effective as of the 11th day of March, 1999 by and between STONEY CREEK TECHNOLOGIES, LLC ("Assignor") and SOVEREIGN BANK ("Assignee").

**BACKGROUND**

A. Pursuant to that certain Loan and Security Agreement dated March 11, 1999 by and between Assignee and Assignor (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "Loan Agreement"), the Assignee agreed to extend to Assignor the following credit facilities:

- i) \$1,500,000.00 revolving working capital line of credit; and
- ii) \$2,500,000.00 term loan.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Collateral Assignment.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby assigns, mortgages, pledges, grants a security interest in, and transfers to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit "A", attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments

for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) servicemarks, trademarks, servicemark and trademark registrations, tradenames and trademark applications, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "B", attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights"); and

(iv) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(v) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. Restrictions on Future Agreements. Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not,

without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

4. New Patents, Trademarks, Copyrights and Licenses. Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under Section 2 above or under this Section 4.

5. Royalties; Term. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. Reassignment. This Assignment is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

7. Assignee's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 7.

8. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

10. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.


11. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to, after the occurrence of an Event of Default, (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in Section 4 hereof. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

12. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

13. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.


IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.


STONE CREEK TECHNOLOGIES, LLC

W.itness:  
  
Richard M. Zucker

By:   
Samuel C. Thomas, President

SOVEREIGN BANK

W.itness:  
  
Richard M. Zucker

By:   
Matthew B. Wright, Senior Vice President



COMMONWEALTH OF PENNSYLVANIA :

: ss:

COUNTY OF MONTGOMERY :

On this 11th day of March, 1999, before me, a Notary Public, personally appeared Samuel C. Thomas who acknowledged himself to be a duly acting President of Stoney Creek Technologies, LLC and that he as such President, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such President on behalf of the Assignee.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
 COUNTY OF MONTGOMERY :

On this, the 11th day of March, 1999 before me, a Notary Public, personally appeared Matthew B. Wright, who acknowledged himself to be a Senior Vice President of Sovereign Bank, and that he as such Senior Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Senior Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
 Notary Public  
 My commission expires:

**EXHIBIT "A"****TO****ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**Patents

<u>Title</u>	<u>Patent No.</u>
One step process for preparation of thixotropic overbased calcium sulfonate complex thickened compositions	4,824,484
Corrosion-inhibiting coating compositions for metals	4,729,791
Thixotropic overbased alkaline earth metal inorganic-organic compositions containing alkoxyated oxidized petrolatums	4,718,942
Pipe varnish compositions and use thereof	4,631,083
One-step process for preparation of overbased calcium greases and thickened compositions	4,597,880

EXHIBIT "B"

TO

ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT

Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>
SACI	0891187	5/19/1970

Applications

EXHIBIT "C"

TO

ASSIGNMENT, OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT

3  
Copyrights

EXHIBIT "D"

TO

ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT

Licenses

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 COUNTY OF MONTGOMERY : SS  
 :

On this the 16<sup>th</sup> day of April, 1999, before me the undersigned officer, personally appeared RICHARD M. ZUCKER, ESQUIRE, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when Samuel C. Thomas, duly acting President of Stoney Creek Technologies, LLC and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such President on behalf of the corporation.

In witness whereof, I hereunto set my hand and official seal.

*Karen R. Lebens*  
 \_\_\_\_\_  
 Notary Public

Notarial Seal  
 Karen R. Lebens, Notary Public  
 Whitmarsh Twp., Montgomery County  
 My Commission Expires Mar. 9, 2002  
 Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 COUNTY OF MONTGOMERY : SS  
 :

On this the 16<sup>th</sup> day of April, 1999, before me the undersigned officer, personally appeared **RICHARD M. ZUCKER, ESQUIRE**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **Matthew B. Wright**, who acknowledged himself to be a Senior Vice President of Sovereign Bank, and that he as such Senior Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Senior Vice President.

In witness whereof, I hereunto set my hand and official seal.

Karen R. Lebens  
 Notary Public

Notarial Seal  
 Karen R. Lebens, Notary Public  
 Whitmarsh Twp., Montgomery County  
 My Commission Expires Mar. 9, 2002  
 Member, Pennsylvania Association of Notaries