

J.P.

M.R.D.

09-14-2006

Form PTO-1594 (Rev. 03/01) 3/28/06
OMB No. 0681-0027 (exp. 6/31/2002)
Tab settings



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
18103-2258

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Moyno, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Morgan Trust Company, N.A.
Intern: _____ as agent
Address: _____

Street Address: 227 W. Monroe
City: Chicago State: IL Zip: 60606

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other National Association

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 23, 2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 14

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

Name: Laura Konrath
Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.
City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41).....\$ 365

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath
Name of Person Signing

Signature

3/27/06
Date

Total number of pages including cover sheet, attachments, and documents: []
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20221

Continuation
SCHEDULE A
Item

MOYNO, INC.

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
ULTRA-FLEX	USA	2076290
ULTRA-SHIELD	USA	2076289
ANNIHILATOR	USA	2668549
AUGMENTOR	USA	2186664
CAPS MILLENNIUM	USA	2374650
MAKE IT MOYNO AND DESIGN	USA	2160816
MOYNO	USA	427446
MOYNO	USA	574672
MOYNO ALWAYS THE RIGHT SOLUTION & DESIGN	USA	2668500
MOYNO PC EXPRESS	USA	2380762
MOYNO ULTRA PRO	USA	2458129
MOYNO ULTRA-SERV	USA	2682747
RAMOY	USA	1129824
ULTRA PRO	USA	2537264

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Moyno, Inc., a Delaware corporation (the "Grantor") with principal offices at 1400 Kettering Tower, Dayton, Ohio, 45423, hereby assigns and grants to J. P. Morgan Trust Company, National Association, as Collateral Agent, with offices at 227 W. Monroe Street, Suite 2600, Chicago, Illinois, 60606 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 23, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
23rd day of December, 2005.

MONTAGNA
MONTAGNA, Inc., as Grantor

By: *Kevin J. Brown*
Name: Kevin J. Brown
Title: Treasurer

J. P. MORGAN TRUST COMPANY,
NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: _____
Name:
Title:

[Signature Page to Grant of Security Interests in U.S. Trademarks]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 23rd day of December, 2005.

MONYO, Inc., as Grantor

By: _____
Name:
Title:

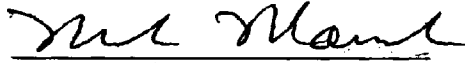
J. P. MORGAN TRUST COMPANY,
NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: George N. Reaves
Name: **GEORGE N. REAVES**
Title: **VICE PRESIDENT**

[Signature Page to Grant of Security Interests in U.S. Trademarks]

STATE OF OHIO)
) SS:
COUNTY OF Montgomery

On this 22 day of December, 2005, before me personally came KEVIN J. BROWN, who, being by me duly sworn, did state as follows: that [s]he is TREASURER of Monyo, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said Monyo, Inc. and that [s]he did so by authority of the Board of Directors of said Monyo, Inc.



Notary Public

MARY MANOVICH Attorney at Law
Notary Public State of Ohio
My Commission has no expiration date
Section 147.08 O. R. C.

[Signature Page to Grant of Security Interests in U.S. Trademarks]

SCHEDULE AMOYNO, INC.

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
ULTRA-FLEX	USA	2076290
ULTRA-SHIELD	USA	2076289
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