



To the Honorable Commissioner of Pat.

103374198

Attached original documents or copy thereof

2.21.07

1. Name of conveying party(ies):  
Erroneously filed security interest by  
Purolator Products NA

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

Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and address of receiving party(ies):  
Name: Lancaster Colony Corporation (true owner of registration)  
Internal Address: \_\_\_\_\_  
Street Address: 37 West Broad Street  
City: Columbus State: OH Zip: 43215

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Ohio  
 Other \_\_\_\_\_

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Re-assignment via Affidavit because of erroneously filed security interest (see document for details)

Execution Date: Erroneous document executed on December 14, 1992 and recorded at real and frame 0915/0111.

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  yes  no

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

A. Trademark Application No.(s) \_\_\_\_\_ B. Trademark Registration No.(s) 1,556,726

Additional numbers attached?  yes  no

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed by check.  
 Please charge the amount of \$40.00 to our Visa credit card account. Form PTO-2038 is attached.  
 Authorized to be charged to deposit account.  
 Please charge any deficiencies or credit any overpayment to deposit account.

8. Deposit account number: 04-1133

(Attached duplicate copy of this page if paying by deposit account.)

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

Name: Joshua A. Lorentz  
Internal Address: DINSMORE & SHOHL LLP  
Street Address: 1900 Chemed Center  
255 East Fifth Street  
City: State: Zip: Cincinnati, Ohio 45202

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed by check.  
 Please charge the amount of \$40.00 to our Visa credit card account. Form PTO-2038 is attached.  
 Authorized to be charged to deposit account.  
 Please charge any deficiencies or credit any overpayment to deposit account.

8. Deposit account number: 04-1133

(Attached duplicate copy of this page if paying by deposit account.)

OFFICE OF PROSECUTION  
2007 FEB 21 AM 11:49  
FINANCE SECTION

02/22/2007 DBYRNE 00000065 1556726  
01 FEB 21 2007

40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.  
*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.*

Joshua A. Lorentz      Joshua A. Lorentz      2/14/07  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet: 16

**CERTIFICATE OF MAILING**  
I hereby certify that this paper is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent & Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on February 14, 2007.

Berni S. Dell

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

REGISTRANT: Lancaster Colony Corporation  
REGISTRATION NO.: 1,556,726  
MARK: NYRACORD  
REGISTRATION DATE: 09/19/1989

**AFFIDAVIT OF DAVID M. SEGAL**

1. I, David M. Segal, state that I am Secretary/General Counsel of Lancaster Colony Corporation (LCC), an Ohio Corporation having a principle place of business at 37 West Broad Street, Columbus, Ohio 43215.
2. LCC is the owner of all right, title and interest in the trademark NYRACORD, including the above-referenced Registration No. 1,556,726 (the "LCC Registration"). LCC has owned the LCC Registration since its registration on 09/19/89. No other entities other than LCC have owned the LCC Registration or the NYRACORD mark.
3. Upon a recent investigation, it was brought to my attention that a third party, Texas Commerce Bank National Association filed a Security Interest with respect to the LCC Registration. Specifically, the Security Interest was executed in favor of assignee, Texas Commerce Bank National Association and granted from assignor, Purolator Products NA, Inc. The Security Interest was executed on 12/14/92 and recorded on 12/12/92 at Reel/Frame 0915/0111 (attached hereto as **Exhibit 1**). This conveyance document lists a total 29 Federal trademarks for which Texas Commerce Bank National Association claims a security interest from Purolator Products, NA. One of the marks is Registration No. 1,556,728 for PUROLATOR. It is believed that an error in transcription was made so that Registration No. 1,556,726 (the LCC

Registration) was typed instead of Registration No. 1,556,728, thereby making the LCC Registration a part of this assignment. Again, a review of the Assignment status of the LCC Registration reveals that the LCC Registration was recorded on this reel/frame and yet the LCC Registration does not appear on this document.

4. LCC is not affiliated in any way with Purolator Products NA, Inc. or Texas Commerce Bank National Association and has never granted any rights in the LCC Registration to either of these parties. It is believed that one or both of Purolator Products NA, Inc. and/or Texas Commerce Bank National Association prepared and filed the Security Interest recorded at Reel/Frame 0915/0111 and Registration No. 1,556,728 was mistyped so that the Trademark Office record reflects this Assignment as including the LCC Registration by mistake.

5. On 01/29/07, a representative for LCC contacted Purolator Products NA (now Robert Bosch GmbH) to inform them of this issue. Robert Bosch GmbH informed LCC's representatives that they were unsure how to fix the problem considering their recent acquisition of Purolator Products NA. On 01/29/07, a representative for LCC contacted the Assignment Division at the USPTO and was informed that the Assignment/Security Interest could be reversed if LCC filed an Affidavit describing the situation, claiming ownership of the LCC Registration and requesting that the Security Interest be reversed for error.

6. Accordingly, LCC respectfully requests that that Security Interest recorded at Reel/Frame 0915/0111 be reversed with respect to Registration No. 1,556,726.

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David M. Segal  
Secretary/General Counsel  
Lancaster Colony Corporation

Sworn and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 2007.

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NOTARY PUBLIC

# EXHIBIT 1

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

DEC 15 1992

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700.00 482 D

Tab settings

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

1. Name of conveying party(ies):  
Purolator Products NA, Inc.

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

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

2. Name and address of receiving party(ies):

Name: Texas Commerce Bank National Association, as Agent  
 Internal Address: Loan Agreements  
 Street Address: 712 Main Street  
 City: Houston State: TX ZIP: 77002

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation 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 14, 1992

4. Application number(s) or registration number(s): See Attached Schedule.

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark registration No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Texas Commerce Bank National Assoc.  
 Internal Address: Loan Agreements  
 Street Address: 712 Main Street  
 City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41): \$ 740.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

|                        |                 |
|------------------------|-----------------|
| 100 TW 12/23/92 212659 | 2 481 40.00 CK  |
| 100 TW 12/23/92 212659 | 2 482 700.00 CK |

9. Statement and signature.  
 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.

PUROLATOR PRODUCTS NA, INC.  
James C. Banta  
 Name of Person Signing

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: December 14, 1992

89132161 10 Total number of pages comprising copy: 19

PPMA

SCHEDULE 1 TO TRADEMARK COVER SHEET

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

1. U.S. Trademark Registrations

| <u>Registration Number</u> | <u>Mark</u>               | <u>Date Filed</u> | <u>Intend-to-Use</u> |
|----------------------------|---------------------------|-------------------|----------------------|
| 212,222                    | PurOlar                   | 12/22/55          | Yes                  |
| 412,777                    | PurOlar                   | 12/12/54          | Yes                  |
| 412,222                    | PurOlar                   | 12/14/54          | Yes                  |
| 412,222                    | PurOlar                   | 12/14/54          | Yes                  |
| 412,222                    | PurOlar                   | 12/12/54          | Yes                  |
| 227,222                    | PLT-O-FIB                 | 02/22/52          |                      |
| 227,222                    | MICROPAK                  | 11/12/54          |                      |
| 222,222                    | SUPER MICROPAK            | 12/22/52          |                      |
| 222,222                    | PER                       | 11/12/52          |                      |
| 222,222                    | GROUP 7                   | 04/12/52          | Yes                  |
| 1,222,222                  | POWER FLO                 | 04/12/52          |                      |
| 1,222,222                  | PARALLEL DESIGN           | 02/12/52          |                      |
| 1,222,222                  | MICROPAK & Design         | 02/12/57          |                      |
| 1,222,222                  | PURULATOR & Parallel Des. | 11/22/54          | Yes                  |
| 1,222,222                  | ISV                       | 12/22/52          | Yes                  |
| 1,222,222                  | SCAMMOGA                  | 02/12/52          |                      |
| 1,222,222                  | HEATSTAR                  | 02/12/52          |                      |
| 1,222,222                  | WATER WATCHER             | 02/22/52          |                      |
| 1,222,222                  | PURD                      | 02/22/52          |                      |
| 1,222,222                  | EZIFT & Design            | 02/22/57          |                      |
| 1,222,222                  | ISV (Hyflow)              | 02/22/52          |                      |
| 1,222,222                  | STREAK & Design           | 02/12/52          |                      |
| 1,222,222                  | PURULATOR                 | 02/12/52          | Yes                  |
| 1,222,222                  | THE FIRST NAME IN FILTERS | 02/12/52          | Yes                  |
| 1,222,222                  | PURULATOR PRO-PERFORMANCE | 12/22/52          | Yes                  |
| 1,222,222                  | PURE OIL NOW              |                   |                      |
| 1,222,222                  | PURE OIL LATER            | 12/22/52          | Yes                  |
| 1,222,222                  | PURULATOR TURBO & Design  | 02/12/52          |                      |
| 1,222,222                  | PURULATOR                 | 11/22/52          | Yes                  |

2. U.S. TRADEMARK APPLICATIONS

| <u>Application Number</u> | <u>Mark</u> | <u>Date Filed</u> | <u>Intend-to-Use</u> |
|---------------------------|-------------|-------------------|----------------------|
| 74/222,222                | POWERFLO    | 02/22/52          | Yes                  |

3. State Trademark Registrations

| <u>State</u> | <u>Reg. Number</u> | <u>Mark</u> | <u>Date Filed</u> |
|--------------|--------------------|-------------|-------------------|
| CA           | 22,222             | POWER FLO   | 02/22/52          |

4. State Trademark Applications

| <u>State</u> | <u>App. Number</u> | <u>Mark</u> | <u>Date Filed</u> |
|--------------|--------------------|-------------|-------------------|
|              |                    | NONE        |                   |

TRADEMARK

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SCHEDULE 1 TO TRADEMARK COVER SHEET (CONTINUED)

5. Common Law Trademarks

Met

NONE

TRADEMARK LICENSES

NONE

TRADEMARK

REEL 915 FRAME 113



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 14, 1992, is by and between PUROLATOR PRODUCTS NA, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Debtor"), and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, ("TCB"), as agent for the Banks (as defined in the Credit Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent").

WHEREAS, PUROLATOR PRODUCTS COMPANY, a Delaware corporation ("Bokkover"), the Banks and TCB as Agent for the Banks, are parties to a Credit Agreement of even date herewith (as the same may be amended, restated, modified, supplemented and in effect from time to time, the "Credit Agreement");

WHEREAS, the Debtor and TCB as Agent for the Banks are parties to a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement and the Security Agreement contemplate the execution of a Agreement between the Debtor and TCB as Agent for the Banks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. The Debtor does hereby grant to the Agent a continuing security interest in all of the Company's rights, titles and interests of every kind or character now owned or hereafter acquired, created or arising in and to the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, designs and general intangibles of like nature, and all prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including,

REEL 0915 FRAME 114

without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of any State, and all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the foregoing items in this paragraph being herein called a "Trademark", and collectively called the "Trademarks"), including, without limitation, each Trademark, Trademark registration and Trademark application listed in Schedule 1, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each agreement granting any right to use any trademark, service mark or tradename which agreement by its terms or by law does not prohibit encumbrance of Company's interest thereunder (each herein called a "Trademark License," and collectively the "Trademark Licenses"), including, without limitation, each Trademark License listed in Schedule 1 attached, and all of the goodwill of the business connected with the use of, and symbolized by, any trademark, service mark or tradename licensed by such Trademark License; and

(c) all substitutions for and improvements and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim for past, present or future infringement or dilution of any Trademark or of any trademark, service mark or tradename licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or trademark, service mark or tradename licensed under any Trademark License, and all insurance and claims for insurance with respect to same.

2. **Miscellaneous.** This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit

TRADEMARK

REEL 915 FRAME 115

Agreement. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Texas and the United States of America from time to time in effect, except to the extent that the laws of the jurisdiction where any Collateral is located mandatorily require application of such jurisdiction's laws with regard to such Collateral. This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its trustees, receivers, successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

REEL 915 FRAME 116

IN WITNESS WHEREOF, the Debtor and the Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of December 14, 1992.

PUROLATOR PRODUCTS NA, INC.

By: ROBERT C. MERTENSOTTO  
Name: PRESIDENT  
Title: \_\_\_\_\_

TEXAS COMMERCE BANK NATIONAL ASSOCIATION, as Agent

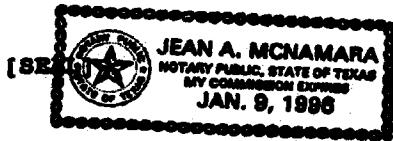
By: ROBERT C. MERTENSOTTO  
Name: ROBERT C. MERTENSOTTO  
Title: SENIOR VICE PRESIDENT

Schedule 1 - Trademarks and Trademark Licenses

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 13, 1992, by Robert E. Bernita, President, Chemco, CEO of PUROLATOR PRODUCTS NA, INC., a Delaware corporation, on behalf of said corporation.

Jean A. McNamara  
Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_

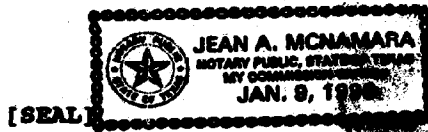


My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 13, 1992, by Robert C. McLaughlin, Senior Vice President of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, on behalf of said association.

Jean A. McNamara  
Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_



My Commission Expires: \_\_\_\_\_

TRADEMARK

REEL 0915 FRAME 117

PPM:

Schedule 1 to Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

1. U.S. Trademark Registrations

| Registration Number | Mark                      | Date Filed | Maintained |
|---------------------|---------------------------|------------|------------|
| 212,000             | Per-Oleer                 | 10/02/65   | Yes        |
| 416,777             | Per-Oleer                 | 10/02/64   | Yes        |
| 416,908             | Per-Oleer                 | 10/04/64   | Yes        |
| 416,909             | Per-Oleer                 | 10/04/64   | Yes        |
| 416,910             | Per-Oleer                 | 10/04/64   | Yes        |
| 607,000             | FILT-O-ROB                | 02/02/68   |            |
| 607,005             | MICROPAK                  | 11/18/64   |            |
| 600,429             | SUPER MICROSCO            | 10/04/66   |            |
| 600,500             | PER                       | 11/10/66   |            |
| 600,500             | GROUP 7                   | 04/10/69   | Yes        |
| 1,000,010           | POWER FLO                 | 04/10/76   |            |
| 1,004,010           | PARALLEL DESIGN           | 02/12/76   |            |
| 1,004,026           | MICRONO B & Design        | 02/12/77   |            |
| 1,002,571           | PUROLATOR & Parallel Des. | 11/02/74   | Yes        |
| 1,130,241           | HEV                       | 10/01/76   | Yes        |
| 1,130,791           | CONDENSER                 | 02/10/76   |            |
| 1,144,763           | HEATSTAR                  | 02/10/79   |            |
| 1,181,006           | WATER WATCHER             | 02/02/79   |            |
| 1,200,261           | PURO                      | 02/02/79   |            |
| 1,400,718           | EZLIFT & Design           | 02/02/87   |            |
| 1,542,483           | HEV (Hybrid)              | 02/02/88   |            |
| 1,554,001           | STREAK & Design           | 02/10/88   |            |
| 1,500,700           | PUROLATOR                 | 02/10/88   | Yes        |
| 1,500,800           | THE FIRST NAME IN FILTERS | 02/10/88   | Yes        |
| 1,500,802           | PUROLATOR PRO-PERFORMANCE | 10/02/88   | Yes        |
| 1,500,707           | PURE OIL NONE             |            |            |
|                     | PURE OIL LABEL            | 10/02/88   | Yes        |
| 1,500,821           | PUROLATOR TURBO & Design  | 02/13/88   |            |
| 1,500,406           | PUROLATOR                 | 11/02/88   | Yes        |

TRADEMARK  
REEL 915 FRAME 18

2. U.S. TRADEMARK APPLICATIONS

| Application Number | Mark     | Date Filed | Maintained |
|--------------------|----------|------------|------------|
| 74/302,848         | POWERFLO | 04/04/88   | Yes        |

3. State Trademark Registrations

| State | Reg. Number | Mark      | Date Filed |
|-------|-------------|-----------|------------|
| Ohio  | 69,631      | POWER FLO | 05/21/80   |

4. State Trademark Applications

| State | App. Number | Mark | Date Filed |
|-------|-------------|------|------------|
|       |             | NONE |            |

6. Common Law Trademarks

Mark

NONE

TRADEMARK LICENSES

NONE

TRADEMARK

REEL 915 FRAME 119

RECORDED  
PATENT & TRADEMARK OFFICE

DEC 15 92