

RE

07-30-2010



Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/20)

103603251

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies): ZIRCOA INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>OHIO</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>PENSION BENEFIT GUARANTY CORPORATION</u> Internal _____ Address: _____ Street Address: <u>1200 K STREET N.W.</u> City: <u>WASHINGTON</u> State: <u>DISTRICT OF COLUMBIA</u> Country: <u>U.S.A.</u> Zip: <u>20005</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>wholly-owned</u> <input checked="" type="checkbox"/> Other <u>U.S. GOV. CORP.</u> Citizenship <u>Washington, D.C.</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance)/Execution Date(s) : Execution Date(s) _____ <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>CORRECTION-NON-RECORDATION NOTICE</u>	

4. Application number(s) or registration number(s) and identification or description of the Trademark.	
A. Trademark Application No.(s)	B. Trademark Registration No.(s) <u>2610187; 0672041; 1433255</u>
Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Mark Kusner</u> Internal Address: <u>c/o KUSNER & JAFFE</u> Street Address: <u>6151 WILSON MILLS ROAD, SUITE 310</u> City: <u>HIGHLAND HEIGHTS</u> State: <u>OHIO</u> Zip: <u>44143</u> Phone Number: <u>(440) 684-1090</u> Fax Number: <u>(440) 684-1095</u> Email Address: <u>mkusner@kusnerjaffe.com</u>	6. Total number of applications and registrations involved: <u>3</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>N/A</u> (previously paid) <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: (for deficiencies ONLY) Deposit Account Number <u>50-0537</u> Authorized User Name <u>Mark Kusner</u>
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9. Signature: <u>Mark Kusner</u> Signature Mark Kusner Name of Person Signing	July 26, 2010 Date Total number of pages including cover sheet, attachments, and document: <u>61</u>
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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

) MARK KUSNER COMPANY: C/O KUSNER & JAFFE

07/14/2010 10:09 FAX 440 684 1095

KUSNER & JAFFE

002

07/14/2010
700441267

Form PTO-1594 (Rev. 01-09)

Re: DOCUMENT ID NO.: 900166718

OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

ZIRCOA INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: OHIO
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☐ No

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

Execution Date(s) 07/08/2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☒ Other CORRECTION - NON-RECORDATION NOTICE

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: PENSION BENEFIT GUARANTY CORPORATION

Internal

Address:

Street Address: 1200 K STREET N.W.

City: WASHINGTON

State: DISTRICT OF COLUMBIA

Country: U.S.A. Zip: 20005

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship U.S.A.
☒ Other U.S. gov. corp. Citizenship U.S.A.

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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2610187; 0672041; 1433255

Additional sheet(s) attached? ☐ Yes ☒ No

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

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

Name: MARK KUSNER

Internal Address: C/O KUSNER & JAFFE

Street Address: 6151 WILSON MILLS ROAD, SUITE 310

City: HIGHLAND HEIGHTS

State: OHIO Zip: 44143

Phone Number: (440) 684-1090

Fax Number: (440) 684-1095

Email Address: mkusner@kusnerjaffe.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ N/A
(previously paid)

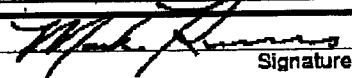
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 50-0537

Authorized User Name Mark Kusner

9. Signature:



Signature

July 14, 2010

Date

Mark Kusner, Esq. Reg. No. 31,115

Name of Person Signing

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

4

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

TRADEMARK

REEL: 004252 FRAME: 0779

):MARK KUSNER COMPANY:C/O KUSNER & JAFFE

07/14/2010 10:09 FAX 440 684 1085

KUSNER & JAFFE

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USPTO

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Fax Server

):MARK KUSNER COMPANY:6151 WILSON MILLS ROAD

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

07/12/2010

900166718

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZIRCOA INC.		07/08/2010	CORPORATION: <i>see new coversheet</i>

RECEIVING PARTY DATA

Name:	PENSION BENEFIT GUARANTY CORPORATION
Street Address:	1200 K STREET N.W.
City:	WASHINGTON
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	CORPORATION: <i>see new coversheet</i>

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2810187	MILL MATES
Registration Number:	0672041	ZIRCOA
Registration Number:	1433255	ZYCRON

CORRESPONDENCE DATA

Fax Number: (440)684-1085
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 440-684-1090
Email: mkusner@kusnerjaffe.com, cgoallene@kusnerjaffe.com
Correspondent Name: Mark Kusner
Address Line 1: 6151 Wilson Mills Road
Address Line 2: Highland Place - Suite 310
Address Line 4: Highland Heights, OHIO 44143

ATTORNEY DOCKET NUMBER:

ZR-1

NAME OF SUBMITTER:

Mark Kusner

TRADEMARK

REEL: 004252 FRAME: 0780

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is entered into as of July __, 2010 ("Effective Date"), by and among Zircoa, Inc. ("Zircoa" or "Grantor"), an Ohio corporation, and the Pension Benefit Guaranty Corporation ("PBGC" or "Secured Party", and collectively with Zircoa, the "Parties"), a wholly-owned United States government corporation created by Title IV of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

RECITALS:

A. Zircoa, an Ohio corporation which maintains its headquarters in Cleveland, Ohio, is in the business of engineering and manufacturing specialty ceramic materials.

B. Zircoa sponsors the following defined benefit pension plans: (1) Zircoa, Inc. Salaried Employees' Pension Plan; and (2) Zircoa, Inc. Hourly Employees' Pension Plan (collectively, the "Zircoa Pension Plans")

C. On the Effective Date, Zircoa, ANH Refractories Company f/k/a RHI Services, Inc., and PBGC entered into a settlement agreement (the "Settlement Agreement"), pursuant to which Zircoa has agreed to, among other things, make the Zircoa Additional Contributions to the Zircoa Pension Plans and to grant the security interest provided for in the operative provisions of this Security Agreement in order to secure all of Zircoa's obligations under the Settlement Agreement and related agreements.

OPERATIVE PROVISIONS

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

1. Definitions

(a) Capitalized Terms Not Defined Herein. Terms defined in the Settlement Agreement or the UCC (as defined below) which are not otherwise defined in this Security Agreement have the meanings provided therein.

(b) Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement or elsewhere in this Security Agreement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Assigned Contracts" means, collectively, all of the Grantor's rights and remedies under, and all moneys and claims for money due or to become due to the Grantor under any material contracts, and any and all amendments, supplements, extensions, and renewals thereof including all rights and claims of the Grantor now or hereafter existing: (a) under any insurance, indemnities, warranties, and guarantees provided for or arising out of or in connection with any of the foregoing agreements; (b) for any damages arising out of or for breach or default under or in connection with any of the foregoing contracts; (c) to all other amounts from time to time paid or payable under or in connection with any of the foregoing agreements; and (d) to exercise or enforce any and all covenants, remedies, powers and privileges thereunder.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Code" shall mean the Internal Revenue Code of 1986, as the same now exists or may from time to time hereafter be amended.

"Collateral" shall have the meaning set forth in Section 2.

"Commercial Tort Claims" means those certain currently existing commercial tort claims, as defined in the UCC of Grantor, including each commercial tort claim specifically described in Exhibit "E".

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Disclosed Liens" shall have the meaning set forth in Section 3(a).

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC.

"Goods" shall have the meaning set forth in Article 9 of the UCC.

"Instruments" shall have the meaning set forth in Article 9 of the UCC.

"Inventory" shall have the meaning set forth in Article 9 of the UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the UCC.

"Letter-of-Credit Rights" shall have the meaning set forth in Article 9 of the UCC.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Other Collateral" means any property of the Grantor, not included within the defined terms Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights Supporting Obligations, Deposit Accounts, Assigned Contracts, Receivables, Commercial Tort Claims, and Farm Products, including, without limitation, all cash on hand, letters of credit, Stock Rights or any other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all real and personal property of the Grantor.

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"PBGC Settlement Documents" shall mean, collectively, the Settlement Agreement, this Security Agreement, and all other mortgages, deeds of trust, agreements, documents and instruments at any time executed or delivered by Grantor or any other Person to, with or in favor of PBGC in connection with or related to the Settlement Agreement, as all of the foregoing now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"Permitted Liens" means any of the following: (1) liens of carriers, warehousemen, landlords, mechanics, laborers, materialmen, and other similar persons arising by law in the ordinary course of business securing obligations which are (i) not yet due or (ii) being diligently contested in good faith by appropriate proceedings, with adequate reserves having been established therefor in accordance with U.S. GAAP, which proceedings have the effect of

preventing for the foreseeable future the forfeiture or sale of the Collateral subject to such liens; (2) liens for taxes which are (i) not yet delinquent or (ii) being diligently contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with U.S. GAAP; (3) good faith pledges or grants of security interests to secure statutory obligations, surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of Grantor's business and not in connection with the borrowing of money, provided that in each case the obligation secured is not overdue or, if overdue, is being diligently contested in good faith by appropriate actions or proceedings and adequate reserves have been established in accordance with U.S. GAAP with respect to such obligation; (4) purchase-money security interests in, and capital leases with respect to, specific items of equipment and related software and the proceeds thereof; (5) judgments that have not become final and are being appealed in good faith and have been properly secured or bonded pending the resolution thereof; (6) Disclosed Liens; and (7) the Senior Liens.

"Pledged Collateral" means all Instruments, Securities and other Investment Property of Grantor constituting Collateral, whether or not physically delivered to the Secured Party pursuant to this Security Agreement.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means (a) the Additional Contributions, and (b) all of Grantor's obligations under this Security Agreement and each other PBGC Settlement Document.

"Senior Obligations" means all obligations of the Grantor now or hereafter owing under the Senior Credit Agreement or any other document, record, instrument, or agreement executed in connection with, or otherwise related to, the Senior Credit Agreement.

"Senior Credit Agreement" means Grantor's current credit facility with Huntington National Bank in the aggregate amount not to exceed \$4,225,000 of principal, plus interest, reasonable fees and the costs of collection related thereto, as well as any refinance, renewal or replacement thereof.

"Senior Liens" means those liens securing Senior Obligations in favor of (i) Huntington National Bank, its successors and assigns; and (ii) any lender providing refinance, renewal or replacement of the Senior Credit Agreement in the aggregate amount not to exceed \$4,225,000 of principal, plus interest, reasonable fees and the costs of collection related thereto.

"Stock Rights" means any securities, dividends, instruments or other distributions and any other right or property which Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive

earnings, in which Grantor now has or hereafter acquires any right, issued by an issuer of such securities.

"Subordination Agreement" means the Subordination Agreement between Huntington National Bank and PBGC [of even date herewith].

"Supporting Obligations" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of Ohio or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Secured Party's lien on any Collateral.

(c) Capitalized terms used in this Security Agreement shall be equally applicable to both the singular and plural forms thereof.

2. **Grant of Security Interest.** Grantor hereby pledges, assigns and grants to PBGC a security interest in all of Grantor's right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located (all of which will be collectively referred to as the **"Collateral"**), including:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Documents;
- (d) all Equipment;
- (e) all Fixtures;
- (f) all General Intangibles;
- (g) all Goods;

- (h) all Instruments;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all cash or cash equivalents;
- (l) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (m) all Deposit Accounts with any bank or other financial institution;
- (n) all Assigned Contracts;
- (o) all Receivables;
- (p) all leases;
- (q) all Commercial Tort Claims;
- (r) all Farm Products;
- (s) all Other Collateral; and
- (t) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations.

3. Representations and Warranties. Grantor represents and warrants to the Secured Party that:

(a) Title, Perfection and Priority. It has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all liens except the Senior Liens and any other liens disclosed by it on Schedule 3(a) (the "Disclosed Liens"), and has full power and authority to grant to the Secured Party the security interest in such Collateral pursuant hereto. When financing statements have been filed in the office of the Secretary of State of the state listed as Grantor's state of organization in Exhibit A, the Secured Party will have a fully perfected security interest in that Collateral of Grantor in which a security interest may be perfected by filing, subject only to the Senior Liens to the extent of the Personalty Cap (as defined in the Subordination Agreement) and any prior perfected Disclosed Liens.

(b) Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of Grantor, its state of organization, the organizational number

issued to it by its state of organization and its federal employer identification number are set forth in Exhibit B.

(c) Principal Location. Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit B; it has no other places of business except those set forth in Exhibit B.

(d) Collateral Locations. All of Grantor's locations where Collateral is located are listed in Exhibit B.

(e) Deposit Accounts. All of Grantor's Deposit Accounts are listed in Exhibit C.

(f) Exact Names. Grantor's name in which it has executed this Security Agreement is the exact name as it appears in its organizational documents, as amended, as filed with its state of organization.

(g) Intellectual Property. Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D.

(h) Commercial Tort Claims. Grantor does not have any interest in, or title to, any Commercial Tort Claim except as set forth in Exhibit E.

(i) No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming Grantor as debtor has been filed or is of record in any jurisdiction, except as expressly permitted by Section 4(a)(4).

4. Covenants. From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, Grantor agrees that:

(a) General.

(1) Collateral Records. It will maintain complete and accurate books and records with respect to the Collateral owned by it, and furnish to the Secured Party such reports relating to such Collateral as the Secured Party shall from time to time reasonably request.

(2) Authorization to File Financing Statements; Ratification. Grantor hereby authorizes the Secured Party to file, and if requested will deliver to the Secured Party, all financing statements and other documents and take such other actions as may from time to time be requested by the Secured Party in order to maintain a perfected security interest in the Collateral owned by Grantor subject only to the Senior Liens and any prior perfected Disclosed Liens. Any financing statement filed by the Secured Party may be filed in any filing office in any UCC jurisdiction and may (A) indicate Grantor's Collateral (i) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) by any other description which reasonably approximates the description contained in this Security Agreement, and

(B) contain any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing or acceptance of any financing statement or amendment, including without limitation (i) whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor, and (ii) in the case of a financing statement filed as a fixture filing or indicating Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Grantor also agrees to furnish any such information to the Secured Party promptly upon request. Grantor will do and perform all acts and things necessary or appropriate (or which Grantor or the Secured Party reasonably deems necessary or appropriate) to perfect, or to give any necessary or any desirable notice of, the Secured Party's security interest in the Collateral.

(3) Further Assurances. Grantor will, if so requested by the Secured Party, furnish to the Secured Party, as often as the Secured Party requests, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Secured Party may reasonably request, all in such detail as the Secured Party may specify. Grantor also agrees to take any and all actions necessary to defend title to the Collateral owned by it against all Persons and to defend the security interest of the Secured Party in its Collateral and the priority thereof against any lien except the Senior Liens and any prior perfected Disclosed Liens.

(4) Liens. Grantor will not create, incur, or suffer to exist any lien on the Collateral owned by it, except (A) Permitted Liens, and (B) the security interests created by this Security Agreement.

(5) Other Financing Statements. Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except as expressly permitted by Section 4(a)(4).

(6) Locations. Grantor will not (A) maintain any Collateral owned by it at any location other than those locations listed on Exhibit B, (B) otherwise change, or add to, such locations without 10 days' prior written notice to the Secured Party, or (C) change its principal place of business or chief executive office from the location identified on Exhibit B, without 10 days' prior written notice to the Secured Party.

(7) Compliance with Terms. Grantor will perform and comply with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral.

(8) Notice of Action. Grantor will notify the Secured Party of any legal process levied against the Collateral or any other event which may affect the value, use or possession of the Collateral or any of the rights of the Secured Party in relation to the Collateral.

(9) Disposition of Collateral. Grantor will not sell, lease or otherwise dispose of the Collateral owned by it outside the ordinary course of its business without the Secured Party's prior written consent.

(10) Change in Corporate Existence, Type or Jurisdiction of Organization.

Location, Name. Grantor will:

(A) preserve its existence and corporate structure as in effect on the Effective Date; and

(B) not change its jurisdiction of organization,

unless, in each such case, Grantor shall have given the Secured Party not less than 15 days' prior written notice of such event or occurrence (or such shorter period as may be acceptable to the Secured Party in its sole discretion).

(b) Receivables.

(1) Certain Agreements on Receivables. Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, Grantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

(2) Collection of Receivables. Except as otherwise provided in this Security Agreement, Grantor will collect and enforce, at its sole expense, all amounts due or hereafter due to it under the Receivables owned by it.

(3) Delivery of Invoices. Grantor will deliver to the Secured Party immediately upon its request after the occurrence and during the continuation of a Default, duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Secured Party shall specify.

(4) Disclosure of Counterclaims on Receivables. If after the occurrence and during the continuation of a Default (A) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on any Receivable owned by Grantor exists, or (B) if, to the knowledge of Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to any such Receivable, Grantor will promptly disclose such fact to the Secured Party in writing.

(c) Inventory and Equipment. Grantor will do all things necessary to maintain, preserve, protect and keep its Inventory and the Equipment in good repair and working and saleable condition, except for damaged or defective goods arising in the ordinary course of its business and except for ordinary wear and tear in respect of the Equipment.

(d) Delivery of Instruments, Securities, Chattel Paper and Documents. Immediately upon the payment in full of all Senior Obligations and the irrevocable release and termination of all Senior Liens, Grantor will (1) deliver to the Secured Party the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist), (2) hold in trust for the Secured Party upon receipt and immediately thereafter deliver to the Secured Party any such Chattel Paper, Securities and Instruments constituting Collateral, and (3) deliver to the

Secured Party (and thereafter hold in trust for the Secured Party upon receipt and immediately deliver to the Secured Party) any Document evidencing or constituting Collateral.

(e) Uncertificated Pledged Collateral. Upon the payment in full of all Senior Obligations and the release and termination of all Senior Liens, Grantor will permit the Secured Party from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the lien of the Secured Party granted pursuant to this Security Agreement. Upon the payment in full of all Senior Obligations and the release and termination of all Senior Liens, with respect to any Pledged Collateral owned by it, Grantor will take any actions necessary to cause (1) the issuers of uncertificated securities which are Pledged Collateral, and (2) any securities intermediary which is the holder of any such Pledged Collateral, to cause the Secured Party to have and retain Control over such Pledged Collateral. Without limiting the foregoing, upon the payment in full of all Senior Obligations and the release and termination of all Senior Liens, such Grantor will, with respect to any such Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter into a control agreement with the Secured Party, in form and substance satisfactory to the Secured Party, giving the Secured Party Control.

(f) Intellectual Property. If, after the date hereof, Grantor obtains ownership rights to, including, but not limited to filing and acceptance of a statement of use or an amendment to allege use with the United States Patent and Trademark Office, or applies for or seeks registration of (other than registration of an intent to use a Trademark), any new patentable invention, Trademark or Copyright in addition to the Patents, Trademarks and Copyrights described in Exhibit D, then Grantor shall give the Secured Party notice thereof within 10 days after obtaining such ownership rights. Grantor agrees promptly upon request by the Secured Party to execute and deliver to the Secured Party any supplement to this Security Agreement or any other document reasonably requested by the Secured Party to evidence Secured Party's security interest in such new application or registration in a form appropriate for recording in the applicable federal office. Grantor also hereby authorizes the Secured Party to modify this Security Agreement unilaterally (i) by amending Exhibit D to include any future Patents, Trademarks and/or Copyrights of which the Secured Party receives notification from such Grantor pursuant hereto, and (ii) by recording, in addition to and not in substitution for this Security Agreement, a duplicate original of this Security Agreement containing in Exhibit D a description of such future Patents, Trademarks and/or Copyrights.

(g) No Interference. Grantor agrees that it will not interfere with any right, power and remedy of the Secured Party provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Secured Party of any one or more of such rights, powers or remedies.

5. Defaults. The occurrence of any one or more of the following events shall constitute a "Default" hereunder:

(a) Any representation or warranty made by or on behalf of Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) Grantor fails to perform any of the covenants contained in Article 4 of this Security Agreement and, if such failure to perform is curable, fails to cure within 30 days (or such longer period as is reasonably necessary to cure) following receipt of written notice from Secured Party of such failure to perform.

(c) The breach by Grantor of any other term or provision of this Security Agreement and, if such breach is curable, Grantor fails to cure within 30 days (or such longer period as is reasonably necessary to cure) following receipt of written notice from Secured Party of such breach.

(d) Grantor fails to timely make any Zircoa Additional Contribution to the Zircoa Pension Plans.

(e) Grantor makes a Zircoa Election prohibited under Section 4 of the Settlement Agreement.

(f) The breach by Grantor of any other term or provision of the Settlement Agreement and, if such breach is curable and subject to a right of cure provided in the Settlement Agreement, such breach is not cured within the time provided in the Settlement Agreement.

(g) The occurrence of a default under any other PBGC Settlement Document (whether or not defined therein as a "Default", "Event of Default" or otherwise) and, if such default is curable and subject to a right of cure provided in such PBGC Settlement Document, such default is not cured within the time provided in such PBGC Settlement Document.

(h) A material provision of any of the PBGC Settlement Documents shall for any reason cease to be valid, binding and enforceable with respect to any party hereto or thereto in accordance with its terms, or any such party challenges the enforceability hereof or thereof, or asserts in writing, or takes any action or fails to take any action based on the assertion that any provision hereof or of any of the PBGC Settlement Documents has ceased to be or is otherwise not valid, binding or enforceable in accordance with its terms, or any security interest, mortgage or lien provided for herein or in any of the other PBGC Settlement Documents shall cease to be a valid and perfected first priority security interest in any of the Collateral purported to be subject thereto (except as otherwise permitted herein or therein).

(i) Grantor (1) becomes insolvent; or (2) is unable, or admits in writing its inability to pay debts as they generally mature; or (3) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or (4) makes or sends notice of a bulk transfer; or (5) files or, consents to the filing against it, of a petition or other papers commencing a proceeding under Title 11 of the United States Code or any similar type of insolvency proceeding ("Insolvency Proceeding"); or (6) has an Insolvency Proceeding filed or instituted against it which has not been dismissed within 75 days after its commencement, or in which an order for relief has been entered against it, or (7) applies to a

court for appointment of a receiver, trustee or custodian for any of its assets; or (8) has a receiver, trustee or custodian appointed for any of its assets (with or without its consent).

(j) Grantor dissolves, suspends, or discontinues doing business.

(k) Any default in respect of any indebtedness of Grantor, in any case in an amount in excess of \$250,000, which default continues for more than the applicable cure period, if any, with respect thereto, and such indebtedness has been accelerated.

(l) PBGC receives a notice of Grantor's intent to terminate any Zircoa Pension Plan in a distress termination pursuant to 29 U.S.C. § 1341(c).

(m) PBGC determines under 29 U.S.C. § 1342(a) that any Zircoa Pension Plan must or should be terminated.

(n) There shall be a material adverse change in the business, assets or prospects of Grantor after the Effective Date.

6. Remedies. PBGC shall have the following rights and remedies:

(a) At any time a Default exists or has occurred and is continuing, PBGC shall have all rights and remedies provided in this Security Agreement, the other PBGC Settlement Documents, the UCC, and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Grantor, except to any extent that such notice or consent is expressly provided for hereunder or required by applicable law and not waivable under such law (it being understood and agreed by Grantor that, to the fullest extent permitted by applicable law, it hereby waives all such notice not expressly provided for hereunder). All rights, remedies and powers granted to PBGC hereunder, under the UCC or other applicable law, are cumulative, not exclusive, and enforceable, in PBGC's sole discretion, alternatively, successively, or concurrently on any one or more occasions, and shall include, without limitation, the right to apply to a court of equity for an injunction to restrain a breach or threatened breach by Grantor of this Security Agreement or any other PBGC Settlement Document.

(b) Without limiting the foregoing, at any time a Default exists or has occurred and is continuing, PBGC may, in its sole discretion and without limitation: (1) accelerate the payment of all Secured Obligations and demand immediate payment thereof to PBGC (provided, that, upon the occurrence of a Default under Section 5(i) above, all Secured Obligations shall automatically become immediately due and payable) whereupon (A) the Secured Obligations shall be immediately due and payable without presentment, demand, protest or formalities of any kind, all of which Grantor hereby waives, and (B) the Secured Obligations shall accrue interest, compounded daily, at the rate provided in 29 C.F.R. § 4062.7(c) (such rate, compounded daily, the "Default Rate"), from the date of such Default until paid in full, (2) with or without judicial process or the aid or assistance of others, enter upon any premises on or in which any of the Collateral may be located and take possession of the Collateral or any portion of the Collateral, (3) require Grantor, at its expense, to assemble and make available to PBGC any part or all of the Collateral at any place and time designated by PBGC, (4) collect, foreclose, receive, appropriate,

setoff and realize upon any and all Collateral, (5) remove any or all of the Collateral from any premises on or in which the same may be located for the purpose of effecting the sale, foreclosure or other disposition thereof or for any other purpose, (6) sell, lease, transfer, assign, deliver or otherwise dispose of any and all Collateral (including entering into contracts with respect thereto, public or private sales at any exchange, broker's board, office of PBGC or elsewhere) at such prices or terms as PBGC may deem reasonable, for cash, upon credit or for future delivery, with the PBGC having the right to purchase the whole or any part of the Collateral at any such public sale, all of the foregoing being free from any right or equity of redemption of Grantor, which right or equity of redemption is hereby expressly waived and released by Grantor. If any of the Collateral is sold or leased by PBGC upon credit terms or for future delivery, the Secured Obligations shall not be reduced as a result thereof until payment therefor is finally collected by PBGC. If notice of disposition of Collateral is required by law, 10 days prior notice by PBGC to Grantor designating the time and place of any public sale or the time after which any private sale or other intended disposition of Collateral is to be made, shall be deemed to be reasonable notice thereof and Grantor waives any other notice. In the event PBGC institutes an action to recover any Collateral or seeks recovery of any Collateral by way of prejudgment remedy, Grantor waives the posting of any bond which might otherwise be required.

(c) At any time or times that a Default exists or has occurred and is continuing, PBGC may, in its sole discretion, enforce Grantor's rights against any account debtor, in respect of any accounts or other Receivables. Without limiting the generality of the foregoing, PBGC may at such time or times (1) notify any or all account debtors, secondary obligors or other obligors in respect thereof that Receivables have been assigned to PBGC and that PBGC has a security interest therein and PBGC may direct any or all accounts debtors to make payment of receivables directly to PBGC, (2) extend the time of payment of, compromise, settle or adjust for cash, credit, return of merchandise or otherwise, and upon any terms or conditions, any and all receivables or other obligations included in the Collateral and thereby discharge or release the account debtor or any secondary obligors or other obligors in respect thereof without affecting any of the Secured Obligations, (3) demand, collect or enforce payment of any receivables or such other obligations, but without any duty to do so, and PBGC shall not be liable for its failure to collect or enforce the payment thereof nor for the negligence of its agents or attorneys with respect thereto, and (4) take whatever other action PBGC may deem necessary or desirable for the protection of its interests. At any time that a Default exists or has occurred and is continuing, at PBGC's request, all invoices and statements sent to any account debtor shall state that the accounts and such other obligations have been assigned to PBGC and are payable directly and only to PBGC, and Grantor shall deliver to PBGC such originals of documents evidencing the sale and delivery of goods or the performance of services giving rise to any accounts as PBGC may require.

(d) To the extent that applicable law imposes duties on PBGC to exercise remedies in a commercially reasonable manner (and such duties cannot be waived under such law), Grantor acknowledges and agrees that it is not commercially unreasonable for PBGC: (1) to fail to incur expenses reasonably deemed significant by PBGC to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (2) to fail to obtain third party consents for access to Collateral to be

disposed of, or to obtain or, if not required by other law, to fail to obtain consents of any governmental authority or other third party for the collection or disposition of Collateral to be collected or disposed of, (3) to fail to exercise collection remedies against account debtors, secondary obligors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (4) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (5) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (6) to contact other persons, whether or not in the same business as Grantor, for expressions of interest in acquiring all or any portion of the Collateral, (7) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not such Collateral is of a specialized nature, (8) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (9) to dispose of assets in wholesale rather than retail markets, (10) to disclaim disposition warranties, (11) to purchase insurance or credit enhancements to insure PBGC against risks of loss, collection or disposition of Collateral or to provide to PBGC a guaranteed return from the collection or disposition of Collateral, or (12) to the extent deemed appropriate by PBGC, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist PBGC in the collection or disposition of any of the Collateral. Grantor acknowledges that the purpose of this Section is to provide non-exhaustive indications of actions and omissions by the PBGC which would not be commercially unreasonable in PBGC's exercise of remedies against the Collateral and that other actions or omissions by PBGC shall not be deemed commercially unreasonable solely or partly on account of not being indicated in this Section. Without limitation of the foregoing, nothing contained in this Section shall be construed to grant any rights to Grantor or to impose any duties on PBGC that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section.

(e) At any time a Default exists or has occurred and is continuing, PBGC may apply the cash proceeds of Collateral actually received by PBGC from any sale, lease, foreclosure or other disposition of the Collateral to payment of the Secured Obligations, in whole or in part and in accordance with the terms hereof, whether or not then due or may hold such proceeds as cash collateral for the Secured Obligations. Grantor shall remain liable to PBGC for the payment of any deficiency with interest at the Default Rate and all costs and expenses of collection or enforcement, including attorneys' fees and expenses.

(f) For the purpose of enabling PBGC to exercise its rights and remedies hereunder, Grantor hereby grants to PBGC, to the extent assignable, an irrevocable, non-exclusive license (exercisable at any time a Default shall exist or have occurred and for so long as the same is continuing) without payment of royalty or other compensation to Grantor, to sue, assign, license or sublicense any of the trademarks, service-marks, trade names, business names, trade styles, designs, logos and other source of business identifiers and other intellectual property and general intangibles now owned or hereafter acquired by Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

(g) For the purpose of enabling the Secured Party to exercise the rights and remedies hereunder at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies, Grantor hereby (1) grants to the Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Copyrights, Patents, Trademarks or Licenses now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and (2) irrevocably agrees that the Secured Party may sell any of Grantor's Inventory directly to any Person or entity, including without limitation Persons or entities who have previously purchased Grantor's Inventory from Grantor and in connection with any such sale or other enforcement of the Secured Party's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to Grantor and any Inventory that is covered by any Copyright owned by or licensed to Grantor and the Secured Party may finish any work in process and affix any Trademark owned by or licensed to Grantor and sell such Inventory as provided herein.

7. **No Responsibility.** Grantor acknowledges that the PBGC has no responsibility for, and does not assume any of, Grantor's obligations or duties under any agreement, instrument, general intangible or other contract or obligation which is part of the Collateral or any obligation relating to the acquisition, preparation or holding of the Collateral.

8. **Reinstatement.** This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned (any payment or part thereof so rescinded, reduced, restored or returned, an "Avoided Payment"), the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

9. **Termination.** This Security Agreement shall continue in effect, and the security interest granted hereby, the duties, covenants and liabilities of Grantor hereunder and all the terms, conditions and provisions hereof shall continue to be fully operative until all of the Secured Obligations, including any Avoided Payments, have been paid in full. Upon termination of this Security Agreement, PBGC shall, within 20 days of receiving from Grantor a Notice of Termination of the UCC-1 Financing Statement prepared by Grantor at its sole expense, file said document, or otherwise file appropriate documents to withdraw liens, where appropriate.

10. **Indemnity.** Grantor assumes liability for, and agrees to indemnify PBGC (and each of its employees, directors, and agents) against, and on written demand to pay, or to reimburse PBGC for the payment of any or all liabilities, obligations, losses, damages, penalties, claims,

suits, actions, costs, expenses, and disbursements, including reasonable legal fees and expenses of any kind and nature imposed on, incurred by, or asserted against PBGC directly or principally relating to or arising out of this Security Agreement or any other PBGC Settlement Document; *provided*, that Grantor shall not be required to indemnify PBGC against any of the foregoing that results from the gross negligence or willful misconduct of PBGC (or any employee, director, or agent thereof.)

11. Miscellaneous.

(a) Amendments. This Security Agreement cannot be changed or terminated orally and can only be modified upon the written consent of both Parties.

(b) Counterparts. This Security Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

(c) Choice of Law. The validity, interpretation and enforcement of this Security Agreement and any dispute arising out of the relationship between the Parties in connection with this Security Agreement, whether in contract, tort, equity or otherwise, shall be governed by the laws of the state of Ohio (without giving effect to its principles of conflicts of law), to the extent that such laws are not preempted by federal law.

(d) Consent to Jurisdiction. In the event any action brought under or arising out of this Security Agreement, the Parties hereby consent to the jurisdiction of the federal courts sitting in the Northern District of Ohio and the District of Columbia.

(e) Waiver of Jury Trial. Grantor hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with the Secured Obligations, this Security Agreement, any other PBGC Settlement Document, or the relationship established hereunder or thereunder.

(f) Integration. Except to the extent of any references herein to any other PBGC Settlement Document, this Security Agreement and Exhibits hereto contain the entire and exclusive agreement of the Parties with respect to the matters contemplated herein, and supersede any and all prior negotiations relating thereto.

(g) Notices. All notices, demands, instructions and other communications required or permitted under this Security Agreement shall be in writing and shall be delivered to the intended recipient at the Address for Notices specified below or at such other address as shall be designated by any of them in a notice to the other Party provided under this Section. All notices and other communications shall be deemed to have been duly given, in the case of transmission by facsimile, when received at the recipient's facsimile machine; in the case of hand delivery, when received; or in the case of overnight express mail by a nationally recognized carrier, the following business day.

Address for Notices:

To PBGC: Department of Insurance Supervision and Compliance
Pension Benefit Guaranty Corporation
1200 K Street, N.W.
Washington, D.C. 20005-4026
Telephone: (202) 326-4070
Facsimile: (202) 842-2643

Office of the Chief Counsel
Pension Benefit Guaranty Corporation
1200 K Street, N.W.
Washington, D.C. 20005-4026
Telephone: (202) 326-4020
Facsimile: (202) 326-4112

To Zircoa Inc.: Zircoa Inc.
31501 Solon Road
Solon, Ohio 44139
Telephone: (440) 248-0500
Facsimile: (440) 248-8864

Moriarty & Jaros, P.L.L.
30000 Chagrin Boulevard, Suite 200
Pepper Pike, Ohio 44124-5721
Telephone: (216) 360-2124
Facsimile: (216) 360-2199

(h) Authority to Enter Agreement. The signatories to this Security Agreement hereby represent and warrant that they have full power and authority to enter into this Security Agreement, that all necessary corporate approvals or other appropriate action has been taken to cause them to possess such power and authority and that this Security Agreement constitutes a legal, valid and binding obligation of each of the Parties hereto enforceable against each of the Parties hereto.

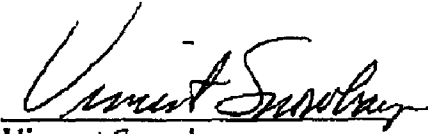
(i) Captions. The captions set forth in this Security Agreement have been inserted for convenience of reference only and shall not in any way affect the meaning or construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Security Agreement as of the date appearing on the first page hereof.

ZIRCOA, Inc.

PENSION BENEFIT GUARANTY
CORPORATION

By: 
Ronne D. Proch

By: 
Vincent Snowbarger

Title: CEO

Title: Acting Director

Date: 8 Jul 2010

Date: 7/7/10

EXHIBIT A

Grantor's State of Organization: Ohio

Zircoa-PBGC Security Agreement

EXHIBIT B

Information Concerning Grantor

- (1) Type of Entity: Corporation for profit
- (2) State of Organization: Ohio
- (3) Ohio Charter No.: 713928
- (4) Federal Employer Identification No.: 34-1570175
- (5) Grantor=s Mailing Address, Chief Executive Office & Principal Place of Business: 31501 Solon Road
Solon, Ohio 44139
- (6) Grantor=s Additional Place of Business: 24,000 sq. ft. of warehouse space
leased by Grantor at
3600 Carter Street
Solon, Ohio 44139

TRADEMARK

REEL: 004252 FRAME: 0800

EXHIBIT C

Grantor's Deposit Accounts

1. Huntington Bank
 Cleveland, OH 44115
 Account Number: 01662116616

2. PNC Bank (formerly National City Bank)
 Cleveland, OH 44114

 (a) Account Number: 4227660511

 (b) Controlled Disbursement Account number: 0000195602 – CDA under
 the main account at PNC used for payroll processing only

3. Liberty Bank
 Twinsburg, OH 44087
 Account Number: 0022501142



4. Parkview Federal Savings Bank
 Solon, OH 44139
 Account Number: 3141000761

EXHIBIT D

Zircoa IP

June 24, 2010

Names/Trademarks:

DenZbor	TM	Product	
Mill Mates	®	Product	U.S. Reg. No. 2,610,187
Mill Mates Plus	TM	Product	
Zbor	TM	Product	
Zirbeads	TM	Product	
Zircoa	®	Company Name, Product	U.S. Reg. No. 672,041
	®	Company Name, Product	
Zircoa Cast	TM	Product	
Zycron	®	Product	U.S. Reg. No. 1,433,255
	TM	Icon representing Company or Product	

Patents:

Trade secret policy followed. None currently maintained.

Three applied for:

GRINDING BEADS AND METHOD OF PRODUCING THE SAME

US Patent Application No. 11/830,955, filed 7/31/07

Int'l Application No.: PCT/US2008/070807, Filing Date: July 23, 2008

Foreign applications in process to: EU, India, South Africa

METHOD OF FORMING CERAMIC STRINGS AND FIBERS

U.S. Patent Application No. 12/346,966, filed 12/31/2008

Int'l Application No.: PCT/US2009/68620, Filing Date: December 18, 2009

METHOD OF IMPREGNATING CRUCIBLES AND REFRACTORY ARTICLES

U.S. Patent Application No. 12/346,939, filed 12/31/08

Int'l Application No.: PCT/US2009/068431, Filing Date: December 17, 2009

TRADEMARK

REEL: 004252 FRAME: 0802

EXHIBIT E

Commercial Tort Claims

None.

TRADEMARK

REEL: 004252 FRAME: 0803

Schedule 3(a)

Disclosed Liens

TRADEMARK

REEL: 004252 FRAME: 0804

CT LIEN SOLUTIONS
UCC Search Report

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of Ohio licensed from the State or an independent third party and maintained in computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for that information.

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guarantees, representations or warranties as to the accuracy or completeness of this report. In addition, we cannot verify whether any personally identifiable information is included (such as social security numbers or similar personal information), and to the extent such personally identifiable information is included in any information or record, you agree that you will not use such information in violation of any applicable law. We cannot and do not accept any liability for errors or omissions, nor do we accept any liability with respect to your use of any information or record that may include personally identifiable information.

State of Ohio UCC Debtor Name Search results performed on the following Search Key:

Name = ZIRCOA%

Exp./Term. Liens = No

- *1 AP298999 TransUtl UCC1 filed on 12/05/2000 Film# 200034901038

Orig DB ZIRCOA INC
31501 SOLON ROAD
SOLON OH 44139

Orig SP NMHG FINANCIAL SERVICES INC
44 OLD RIDGEBURY ROAD
DANBURY CT 06810

- *2 AP303512 Original UCC1 filed on 12/26/2000 Film# 200101000536
expires on 12/26/2010

Orig DB ZIRCOA INC
31501 SOLON ROAD
SOLON OH 44139

Orig SP NATIONAL CITY LEASING CORPORATION
PO BOX 36040
LOUISVILLE KY 40233

Cont #20053570288 filed on 12/23/2005 Film# 200535701446

- *3 OH00043130349 Original UCC1 filed on 12/24/2001 Film# 200136100756
expires on 12/24/2011

Orig DB ZIRCOA, INC.
31501 SOLON ROAD
SOLON OH 44139

Orig SP NATIONAL CITY LEASING CORP.

101 SOUTH FIFTH STREET
LOUISVILLE KY 40202

SP Amend

NATIONAL CITY COMMERCIAL CAPITAL COMPANY, LLC AS SUCCESSOR-BY-MERGER
TO NATIONAL CITY LEASING CORPORATION
101 SOUTH FIFTH ST.
LOUISVILLE KY 40202

Coll Amd #20021270444 filed on 05/06/2002 Film# 200212701674
Cont #20062360328 filed on 08/24/2006 Film# 200623601268
Amend #20062420686 filed on 08/30/2006 Film# 200624202372

- *4 OH00064788270 Original UCC1 filed on 12/20/2004 Film# 200435700998
expires on 12/20/2014

Orig DB ZIRCOA INCORPORATED
31501 SOLON ROAD
SOLON OH 44139

Orig SP CITIBANK, N.A.
388 GREENWICH STREET
NEW YORK NY 10013

Cont #20091770300 filed on 06/28/2009 Film# 200917776684

- *5 OH00087256428 Original UCC1 filed on 03/15/2005 Film# 200507400648
expires on 03/15/2010

Orig DB ZIRCOA INC.
31501 SOLON RD
SOLON OH 44139

Orig SP AMERICAN FINANCIAL RESOURCES
P.O. BOX 728
PARK RIDGE NJ 07658

- *6 OH00103883256 Original UCC1 filed on 06/30/2006 Film# 200618100498
expires on 06/30/2011

Orig DB ZIRCOA INC.
31501 SOLON ROAD
SOLON OH 44139

Orig SP THE HUNTINGTON NATIONAL BANK
EQUIPMENT FINANCE DIVISION 105 EAST FOURTH STREET
CINCINNATI OH 45202

- *7 OH00128553600 Original UCC1 filed on 07/30/2008 Film# 200821200656
expires on 07/30/2013

Orig DB TAPE PRODUCTS COMPANY
11630 DEERFIELD RD
CINCINNATI OH 45242

Orig DB ZIRCOA INC.
31501 SOLON RD
SOLON OH 44139

Orig SP INTELLIPACK, INC.
 12322 E 55TH ST
 TULSA OK 74146

*8 OH00130685693 Original UCC1 filed on 11/03/2008 Filing# 200830801198
 expires on 11/03/2013

Orig DB ZIRCOA INC.
 31501 SOLON RD
 SOLON OH 44139

Orig SP THE HUNTINGTON NATIONAL BANK
 EQUIPMENT FINANCE DIVISION 105 EAST FOURTH STREET
 CINCINNATI OH 45202

*9 OH00130973038 Original UCC1 filed on 11/14/2008 Filing# 200832200438
 expires on 11/14/2013

Orig DB ZIRCOA INC.
 31501 SOLON ROAD
 SOLON OH 44139

Orig SP THE HUNTINGTON NATIONAL BANK
 917 EUCLID AVENUE
 CLEVELAND OH 44115

[End of Report]

Filed at Ohio Secretary of State 12/05/2000 11:03 AM FILE#

AP298999

4110086-001

STATE OF OHIO - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

OH SOS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)
Zircos, Inc.
31501 Solon Road
SOLON, OH 44139

2 Secured Party(ies) and Address(es)
NMHG Financial Services, Inc.
44 Old Ridgebury Road
DANBURY, CT 06810

3 For Filing Officer (Date, Time, and Filing Office)

RECEIVED
DEC 05 2000

J. KENNETH BLACKWELL

SECRETARY OF STATE

4 This financing statement covers the following type(s) of property:

All of the equipment now or hereafter leased by Lessor to Lessee; and all accessions, additions, replacements and substitutions thereto and therefor and all proceeds, including insurance proceeds, thereof.

5 Assigned to Secured Party and Address(es)

USA

1635096-16

Check ☒ If covered:

☐ Products of Collateral are also covered

No. of additional sheets presented: 2

Filed with OH-SOS

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

Signature of Debtor(s)

Chadonia M. Murrell

Signature of Secured Party(ies)

Chadonia M. Murrell

FILING OFFICER COPY- ALPHABETICAL

This form of financing statement is approved by the Secretary of State

STANDARD FORM -
UNIFORM COMMERCIAL CODE - UCC-1

Revised, Eff. 1/1/79



**Yale
Financial
Services**

Lease No. 4110086001

Lease Date: SEPTEMBER 14, 2000

Lessor: Yale Industrial Trucks - Pittsburgh, Inc.
Address: 1050 Elco Road
McGreenville, PA 15146
Tel. No.

Lessee: Zircus, Inc.
Address: 31501 Solon Road
Cleveland, OH 44139
Tel. No.

TERMS AND CONDITIONS

I. LEASING:

(a) Subject to the terms and conditions set forth below, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment ("Equipment") described in any schedule hereto ("Schedule"). Terms defined in a Schedule and not otherwise defined herein shall have the meanings ascribed to them in such Schedule.

(b) The obligation of Lessor to purchase Equipment from the manufacturer or supplier thereof ("Supplier") and to lease the same to Lessee under any Schedule shall be subject to receipt by Lessor, prior to the Lease Commencement Date (with respect to such Equipment), of each of the following documents in form and substance satisfactory to Lessor: (i) a Schedule relating to the Equipment then to be leased hereunder, (ii) evidence of insurance which complies with the requirements of Section VIII, and (iii) such other documents as Lessor may reasonably request. As a further condition to such obligations of Lessor, Lessee shall, upon delivery of such Equipment execute and deliver to Lessor a Certificate of Acceptance (which can be either, at Lessor's discretion, incorporated into the applicable Schedule or in a separate form acceptable to the Lessor) covering such Equipment, and deliver to Lessor a document which passes title to such Equipment (in form and substance satisfactory to Lessor). Lessor hereby appoints Lessee its agent for inspection and acceptance of the Equipment from the Supplier. Upon execution by Lessee of any Certificate of Acceptance, the Equipment described thereon shall be deemed to have been delivered to, and irrevocably accepted by, Lessee for lease hereunder.

II. TERM, RENT AND PAYMENT:

(a) The rent payable hereunder and Lessee's right to use the Equipment shall commence on the date of execution by Lessee of the Certificate of Acceptance for such Equipment ("Lease Commencement Date"). The term of this Agreement shall be the period specified in the applicable Schedule. If any term is extended, the word "term" shall be deemed to refer to all extended terms, and all provisions of this Agreement shall apply during any extended term, except as may be otherwise specifically provided in writing.

(b) Rent shall be paid to Lessor at its address stated above, except as otherwise directed by Lessor. For the period from and including the Lease Commencement Date to the first day of the month following the Lease Commencement Date ("Basic Term Commencement Date"), Lessee shall pay as rent ("Interim Rent") for the Equipment, a pro-rata portion of the Basic Term Rent for any such interim period. Interim Rent shall be due on Basic Term Commencement Date. Commencing on the Basic Term Commencement Date and on the same day of each month thereafter during the Basic Term, Lessee shall pay as rent the Basic Term Rent. If one or more Advance Rentals are payable, such Advance Rental shall be (i) set forth on the applicable Schedule, (ii) due upon acceptance by Lessor of such Schedule, and (iii) when received by Lessor, applied to the first rent payment and the balance, if any, to the final rental payment(s) under such Schedule. In no event shall any Advance Rental or any other rent payments be refunded to Lessee. If rent is not paid within ten days of its due date, Lessee agrees to pay a late charge of five cents (5¢) per dollar due, and in addition to, the amount of such rent but not exceeding the lawful maximum, if any.

(c) For any Schedule, Lessee hereby acknowledges that the Basic Term Rent has been calculated on the assumption that each unit of Equipment will be operated annually during the term of the Schedule for the number of hours listed as the Annual Operating Hours listed on said Schedule, and that the condition of the Equipment upon return to the Lessor, pursuant to Section IX of this Agreement, shall comply with such assumption. In the event that it should be determined that the actual number of operating hours for any unit of Equipment exceeds the applicable Annual Operating Hours, Lessee may, at Lessor's option, be required to pay upon demand, in addition to any other amounts due under the applicable Schedule: (i) an excess usage charge which shall be determined by Lessor based on the applicable rental rates currently in effect at that time; plus (ii) any and all repair costs which are deemed necessary by Lessor, in its sole reasonable discretion, which are related to such excess usage.

III. TAXES: Except as provided in Section XIII(b), Lessee shall have no liability for taxes imposed by the United States of America or any State or political subdivision thereof which are on or measured by the net income of Lessor. Lessee shall report (to the extent that it is legally permissible) and pay promptly all other taxes, fees and assessments due, imposed, assessed or levied against any Equipment (or the purchase, ownership, delivery, leasing, possession, use or operation thereof), this Agreement (or any rentals or receipts hereunder), any Schedule, Lessor or Lessee by any foreign, federal, state or local government or taxing authority during or related to the term of this Agreement, including, without limitation, all license and registration fees, and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines or interest thereon (all hereinafter called "Taxes"). Lessee shall (i) reimburse Lessor upon receipt of written request for reimbursement for any Taxes charged to or assessed against Lessor, (ii) on request of Lessor, submit to Lessor written evidence of Lessee's payment of Taxes, (iii) on all reports or returns show the ownership of the Equipment by Lessor, and (iv) send a copy thereof to Lessor. TO THE EXTENT ALLOWED BY APPLICABLE LAW AND UNLESS AND UNTIL LESSOR NOTIFIES LESSEE IN WRITING TO THE CONTRARY, LESSOR WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON. LESSEE, UPON RECEIPT OF INVOICE, WILL PROMPTLY PAY TO LESSOR, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES SO PAID BY LESSOR. IF APPLICABLE LAW REQUIRES THAT THE LESSEE FILE PERSONAL PROPERTY TAX RETURNS, LESSEE SHALL DO SO AND PAY ANY APPLICABLE TAXES AND PROVIDE LESSOR WITH COPIES OF ALL SUCH PERSONAL PROPERTY TAX RETURNS, TOGETHER WITH EVIDENCE OF PAYMENT THEREFOR, NOT LATER THAN FIFTEEN DAYS FOLLOWING SUCH PAYMENT.

IV. REPORTS:

(a) Lessee will notify Lessor in writing, within ten days after any tax or other lien shall attach to any Equipment, of the full particulars thereof and of the location of such Equipment on the date of such notification.

(b) Lessee will permit Lessor to inspect any Equipment during normal business hours.

(c) Lessee will keep the Equipment at the Equipment Location (specified in the applicable Schedule) and will promptly notify Lessor prior to any relocation of Equipment. Upon the written request of Lessor, Lessee will notify Lessor forthwith in writing of the location of any Equipment as of the date of such notification.

(d) Lessee will promptly and fully report to Lessor in writing if any Equipment is lost or damaged (where the estimated repair costs would exceed 10% of its then fair market value), or is otherwise involved in an accident causing personal injury or property damage.

TRADEMARK

REEL: 004252 FRAME: 0809

V. DELIVERY, USE AND OPERATION:

(a) All Equipment shall be shipped directly from the Supplier to Lessee.
(b) Lessee agrees that the Equipment will be used by Lessee solely in the conduct of its business and in a manner complying with all applicable federal, state, and local laws and regulations.
(c) LESSEE SHALL NOT, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, ASSIGN, MORTGAGE, SUBLET OR HYPOTHECATE ANY EQUIPMENT, OR THE INTEREST OF LESSEE HEREUNDER, NOR SHALL LESSEE REMOVE ANY EQUIPMENT FROM THE CONTINENTAL UNITED STATES.

(d) Lessee will keep the Equipment free and clear of all liens and encumbrances other than those which result from acts of Lessor.

VI. SERVICE; REPAIRS; MAINTENANCE; USE; ALTERATIONS: Lessee, at its sole expense, shall keep all Equipment in good repair, condition and working order in accordance with manufacturer's recommendations and furnish all labor, parts, and supplies required therefor. Lessor's obligations hereunder shall not be abrogated regardless of any third-party maintenance contracts covering the Equipment. Lessee agrees to maintain accurate and complete records of all repairs and maintenance to the Equipment and allow Lessor to inspect such records at any time during business hours of Lessee. Any modifications or additions to the Equipment required by any governmental edict shall be promptly made by Lessee at its own expense. Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the Equipment which are permanent or which detract from its economic value or functional utility, except as may be required pursuant to the preceding sentence of this Section VI. All additions and improvements to the Equipment shall belong to and immediately become the property of Lessor and shall be returned to Lessor with the Equipment upon the expiration or earlier termination of this Agreement unless Lessor notifies Lessee to restore such Equipment to its original state.

VII. LOSS, DAMAGE AND STIPULATED LOSS VALUE: Lessee hereby assumes and shall bear the entire risk of any loss, theft, damage to, or destruction of, any unit of Equipment from any cause whatsoever. Lessee shall promptly and fully notify Lessor in writing if any unit of Equipment shall be or become worn out, lost, stolen, destroyed, irreparably damaged in the reasonable determination of Lessee, or permanently rendered unfit for use from any cause whatsoever (each such occurrence being hereinafter called a "Casualty Occurrence"). On the Rent Payment next succeeding a Casualty Occurrence (the "Payment Date"), Lessee shall pay Lessor the sum of (a) the Stipulated Loss Value of such unit calculated as of the Rent Payment Date next preceding such Casualty Occurrence; and (b) all Rent and other amounts which are due or accrued hereunder on or as of the Payment Date. Stipulated Loss Value as used herein shall be the sum of (i) all Rent due and accrued as of the Payment Date; plus (ii) the remaining Rent payable during the Term, present valued from each Rent Payment Date to the Payment Date using a simple interest rate equal to four percent (4 %); plus (iii) the estimated Fair Market Value (as that term is defined in the preceding sentence) of the Equipment at the end of the term of the applicable Schedule. Fair Market Value shall be determined by Lessor at the time that the Stipulated Loss Value for the Equipment is calculated. For the purposes of this Agreement, the term "Fair Market Value" shall mean the price which a willing buyer (who is neither a lessee in possession nor a used equipment dealer) would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell; provided, however, that in such determination: (i) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Agreement; (ii) in the case of any installed Equipment, that Equipment shall be valued on an installed basis; and (iii) costs of removal from current location shall not be a deduction from such valuation. If Lessor and Lessee are unable to agree on the Fair Market Value at least 45 days before lease expiration, Lessor shall appoint an independent appraiser (reasonably acceptable to Lessee) to determine Fair Market Value, and that determination shall be final, binding and conclusive. Lessee shall bear all costs associated with any such appraisal. Upon payment of all sums due hereunder, the Term of this Lease as to the unit of Equipment which has suffered the Casualty Occurrence shall terminate, and Lessor shall be entitled to retain possession of such unit.

VIII. INSURANCE: Lessee agrees, at its own expense, to keep all Equipment insured for such amounts and against such hazards as Lessor may require, including, but not limited to, insurance for damage to, or loss of, such Equipment and liability coverage for personal injuries, death or property damage. Public liability insurance shall be in the amounts set forth in the Schedule and Casualty and Property Damage shall be in an amount equal to the higher of the Stipulated Loss Value or the full replacement cost of the Equipment. All insurance policies shall name Lessor as additional insured and with a loss payable clause in favor of Lessor, as its interest may appear, irrespective of any breach of warranty or other act or omission of Lessee. All such policies shall be with companies, and on terms, satisfactory to Lessor. Lessee agrees to deliver to Lessor evidence of insurance satisfactory to Lessor. No insurance shall be subject to any co-insurance clause. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make proof of loss and claim for insurance, and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made as a result of such insurance policies. Any expense of Lessor in adjusting or collecting insurance shall be borne by Lessee. Said policies shall provide that the insurance may not be altered or cancelled by the insurer until after thirty (30) days written notice to Lessor. Lessor may, at its option, apply proceeds of insurance, in whole or in part, to (i) repair or replace Equipment or any portion thereof, or (ii) satisfy any obligation of Lessee to Lessor hereunder.

IX. RETURN OF EQUIPMENT:

(a) Upon any expiration or termination of this Agreement or any Schedule, Lessee shall promptly, at its own cost and expense: (i) perform any testing and repairs required to place the affected units of Equipment in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order for their originally intended purpose; (ii) have the Equipment inspected by an authorized dealer (or other authorized agent) for the Equipment; and (iii) return such units to a location within the continental United States that is mutually acceptable to both Lessor and Lessee. Lessee agrees to pay for all damages to Equipment, as evidenced by the Return Inspection Report, other than that attributable to ordinary wear and tear from usage in accordance with the terms of this Agreement.

(b) For any Equipment which is a lift truck, in addition to the conditions set forth in IX(a) above, at the end of the term, the Equipment will be returned with frame and major components (including, without limitation, all forks, overhead guards, load backrests and sheet metal) structurally sound, without breaks, cracks or excessive rust and corrosion. Drive motors, engines, hydraulic systems, and transmissions will operate properly at fully rated loads in all gear ranges, both forward and reverse. Smoking engines deemed excessive by the Inspector must be repaired prior to return. Water, oil and hydraulic leaks shall not be in excess of one drop per minute. Mechanical drive train will be in good condition and operate quietly without vibrations. Service and parking brakes must be able to stop Equipment within a safe distance, both forward and reverse. Steering will operate normally stop-to-stop without excessive play in linkage, or axle components such as king pins. Tires will not exhibit chunking and will have at least 40% of the original thickness remaining. All cabs, lights and other accessories will be in good operating condition and appearance. All components will have been recently serviced following manufacturer's operating and maintenance procedures. Equipment will be complete with all components, accessories, attachments, parts and pieces as when originally delivered.

(c) Until Lessee has fully complied with the requirements of Section IX (a) above, Lessee's rent payment obligation and all other obligations under this Agreement shall continue from month to month notwithstanding any expiration or termination of the lease term. Lessor may terminate such continued leasehold interest upon ten (10) days notice to Lessee.

X. DEFAULT:

(a) Lessor may in writing declare this Agreement in default if: Lessee breaches its obligation to pay rent or any other sum when due and fails to cure the breach within ten (10) days; Lessee breaches any of its insurance obligations under Section VIII; Lessee breaches any of its other obligations and fails to cure that breach within thirty (30) days after written notice thereof; any representation or warranty made by Lessee in connection with this Agreement shall be false or misleading in any material respect; Lessee becomes insolvent or ceases to do business as a going concern; any Equipment is illegally used; or a petition is filed by or against Lessee under any bankruptcy or insolvency laws. Such declaration shall apply to all Schedules except as specifically excepted by Lessor.

(b) After default, at the request of Lessor, Lessee shall comply with the provisions of Section IX (a). Lessee hereby authorizes Lessor to enter,

with or without legal process, any premises where any Equipment is believed to be and take possession thereof. Lessee shall, without further demand, forthwith pay to Lessor (i) as liquidated damages for loss of a bargain and not as a penalty, the Stipulated Loss Value of the Equipment (calculated as of the rental next preceding the declaration of default), and (ii) all rentals and other sums then due hereunder. Lessor may, but shall not be required to, sell Equipment at private or public sale, in bulk or in parcels, with or without notice, and without having the Equipment present at the place of sale; or Lessor may, but shall not be required to, lease, otherwise dispose of or keep like all or part of the Equipment; and Lessor may use Lessee's premises for any or all of the foregoing without liability for rent, costs, damages or otherwise. The proceeds of sale, lease or other disposition, if any, shall be applied in the following order of priorities: (1) to pay all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of Equipment; then, (2) to the extent not previously paid by Lessee, to pay Lessor all sums due from Lessee hereunder; then (3) to reimburse to Lessee any sums previously paid by Lessee as liquidated damages; and (4) any surplus shall be retained by Lessor. Lessee shall pay any deficiency in (1) and (2) forthwith.

(b) The foregoing remedies are cumulative, and any or all thereof may be exercised in lieu of or in addition to each other or any remedies at law, in equity, or under statute. Lessee waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising. Lessee shall pay, in addition to any and all amounts due hereunder, any and all costs or expenses incurred by Lessor related to any default hereunder, including but not limited to reasonable attorney's fees. Waiver of any default shall not be a waiver of any other or subsequent default.

(4) Any default under the terms of this or any other agreement between Lessor and Lessee may be declared by Lessor a default under this and any such other agreement.

XI. ASSIGNMENT: Lessor may assign this Agreement or any Schedule. Lessee hereby waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor for any reason whatsoever.

XII. NET LEASE; NO SET-OFF, ETC: This Agreement is a net lease. Lessee's obligation to pay rent and other amounts due hereunder shall be absolute and unconditional. Lessee shall not be entitled to any abatement or reductions of, or set-off against, said rent or other amounts, including, without limitation, those arising or allegedly arising out of claims (present or future, alleged or actual, and including claims arising out of strict tort or negligence of Lessor) of Lessee against Lessor under this Agreement or otherwise. Nor shall this Agreement terminate or the obligations of Lessee be affected by reason of any defect in or damage to, or loss of possession, use or destruction of, any Equipment from whatsoever cause. It is the intention of the parties that rent and other amounts due hereunder shall continue to be payable in all events in the manner and at the times set forth herein unless the obligation to do so shall have been terminated pursuant to the express terms hereof.

XIII. INDEMNIFICATION:

(a) Lessee hereby agrees to indemnify, save and keep harmless Lessor, its agents, employees, successors and assigns from and against any and all losses, damages, penalties, injuries, claims, actions and suits, including legal expenses, of whatever kind and nature, in contract or tort, except to the extent the losses, damages, penalties, injuries, claims, actions, suits or expenses result solely from Lessor's gross negligence or willful misconduct. This indemnity shall include, but not be limited to, Lessor's strict liability in tort, arising out of (i) the selection, manufacture, purchase, acceptance or rejection of Equipment, the ownership of Equipment during the term of this Agreement, and the delivery, lease, possession, maintenance, use, condition, return or operation of Equipment (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee and any claim for patent, trademark or copyright infringement) or (ii) the condition of Equipment sold or disposed of after use by Lessee. Any sublessee or employee of Lessee, Lessee shall, upon request, defend any action based on, or arising out of, any of the foregoing.

(b) [SUBPARAGRAPHS (b) (c) AND (d) OF THIS SECTION XIII DO NOT APPLY TO ANY SCHEDULE DESIGNATED TO BE A LEASE/PURCHASE; OTHERWISE THESE SUBPARAGRAPHS SHALL BE IN FULL FORCE AND EFFECT.] Lessee hereby acknowledges that the periodic Rent payments herein have been calculated on the assumption (which, as between Lessor and Lessee, is mutual) that the statutory maximum corporate federal income tax rate ("Tax Rate"), exclusive of any minimum tax, for calendar year taxpayers shall be as set forth in Section C of the applicable Schedule.

(c) Lessee hereby represents, warrants and covenants that (i) on the Lease Commencement Date, the Equipment will qualify for all of the items of deduction and credit specified in Section C of the Schedule ("Tax Benefits") in the hands of Lessor (all references to Lessor in this Section XIII include Lessor and the consolidated taxpayer group of which Lessor is a member), and (ii) at no time during the Term of this Lease will Lessee take or omit to take, nor will it permit any sublessee or assignee to take or omit to take, any action (whether or not such act or omission is otherwise permitted by Lessor or the terms of this Lease), which will result in the disqualification of any Equipment for, or recapture of, all or any portion of such Tax Benefits.

(d) If, solely as a result of any amendment, change or modification of any law, including, without limitation, any modification of, or amendment or addition to the Internal Revenue Code of 1954 ("Code"), the Tax Rate is higher than the Tax Rate assumption (as noted on the applicable Schedule) such that Lessor's after tax economic yields and cash flows are negatively impacted (such yields and cash flows being hereinafter referred to as "Net Economic Return"; such increase in Tax Rate, hereinafter the "TRI") or if, as a result of a breach of any representation, warranty or covenant of the Lessee contained in this Lease (i) tax counsel of Lessor shall determine that Lessor is not entitled to claim on its Federal income tax return all or any portion of the Tax Benefits with respect to any Equipment; (ii) any of the Tax Benefits claimed on the Federal income tax return of Lessor are disallowed or adjusted by the Internal Revenue Service; or (iii) any of the Tax Benefits are recaptured or recaptured (any such determination, disallowance, adjustment, recapture, or recapture hereinafter called a "Loss"), then Lessee shall pay to Lessor, as an indemnity and as additional Rent, such amount as shall, in the reasonable opinion of Lessor, cause Lessor's Net Economic Return, computed on the same assumptions (including, but not limited to, the original Tax Rate assumption), as were utilized by Lessor in originally evaluating the transaction to equal the Net Economic Return that would have been realized by Lessor if such Loss or TRI had not occurred. Such amount shall be payable upon demand accompanied by a statement describing in reasonable detail such TRI or Loss and the computation of the amount of the indemnity.

(e) All of Lessor's rights, privileges and indemnities contained in this Section XIII shall survive the expiration or other termination of this Lease or the Term hereof as it relates to any item of Equipment and the rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by, Lessor, its successors and assigns.

XIV. DISCLAIMER: LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing, Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following, regardless of any negligence of Lessor (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) thereof, or any other circumstance in connection therewith; (ii) the use, operation or performance of any Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Equipment. It, and so long as, no default exists under this Lease, Lessee shall be, and hereby is, authorized during the term of this Lease to assert and enforce, at Lessee's sole cost and expense, from time to time, in the name of and for the account of Lessor and/or Lessee, as their interests may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

XV. REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that on the date hereof and on the date of execution of each Schedule:

(c) Lessee has adequate power and capacity to enter into, and perform under, this Agreement and all related documents (together, the "Documents") and is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction(s) where the Equipment is or is to be located.

(f) The Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws.

(g) No approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents except such as have already been obtained.

(h) The entry into and performance by Lessee of the Documents will not: (i) violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's Certificate of Incorporation or By-Laws; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Lessee is a party.

(i) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement.

(j) The Equipment accepted under any Certificate of Acceptance is and will remain tangible personal property.

(k) Lessee is and will be at all times validly existing and in good standing under the laws of the State of its incorporation (specified in the first sentence of this Agreement).

(l) The Equipment will at all times be used for commercial or business purposes.

XVI. RENEWAL OF LEASE TERM: If an event of default has not occurred and is not continuing hereunder, Lessee, by giving Lessor not less than ninety (90) days' written notice prior to the expiration of the Basic Term of any Schedule, may elect to renew any such Schedule with reference to all, but not less than all, of the Equipment leased thereunder for the period(s) and for the renewal rental(s) (payable in advance) as may be determined by Lessor in its sole discretion. Renewal rental shall be based upon the Fair Market Rental Value of the Equipment at Schedule expiration. Fair Market Rental Value shall be determined in the same manner as Fair Market Value pursuant to Section VII above.

XVII. MISCELLANEOUS:

(a) Unless and until Lessee exercises its rights under Section XVI above, nothing herein contained shall give or convey to Lessee any right, title or interest in and to any Equipment except as a lessee. Any cancellation or termination by Lessor, pursuant to the provision of this Agreement, any Schedule, supplement or amendment hereto, or the lease of any Equipment hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder. All Equipment shall at all times remain personal property of Lessor regardless of the degree of its attachment to any real property and shall not by reason of any installation in, or affixation to, real or personal property become a part thereof.

(b) Time is of the essence of this Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith. Lessee agrees, upon Lessor's request, to execute any instrument necessary or expedient for filing, recording or perfecting the interest of Lessor. All notices required to be given hereunder shall be deemed adequately given if sent by registered or certified mail to the addresses at its address stated herein, or at such other place as such addressee may have designated in writing. This Agreement and any Schedule and Annexes thereto constitute the entire agreement of the parties with respect to the subject matter hereof. NO VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS, SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO.

(c) THE PARTIES TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) In case of a failure of Lessee to comply with any provision of this Agreement, Lessor shall have the right, but shall not be obligated to, effect such compliance, in whole or in part; and all moneys spent and expenses and obligations incurred or assumed by Lessor in effecting such compliance shall constitute additional rent due to Lessor within five days after the date Lessor sends notice to Lessee requesting payment. Lessor's effecting such compliance shall not be a waiver of Lessee's default.

(e) Any rent or other amount not paid to Lessor when due hereunder shall bear interest, both before and after any judgment or termination hereof, at the lesser of eighteen percent per annum or the maximum rate allowed by law. Any provisions in this Agreement and any Schedule which are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform therein.

XVIII. POWER OF ATTORNEY: LESSEE HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS LESSOR OR ITS ASSIGNEE, AS ITS AGENT AND ATTORNEY IN FACT TO EXECUTE AND FILE ON LESSEES BEHALF ANY UCC FINANCING STATEMENTS (OR THEIR EQUIVALENTS), INCLUDING AMENDMENTS THERETO, WHICH LESSOR OR SUCH ASSIGNEE (AS THE CASE MAY BE) DEEMS ADVISABLE IN ITS DISCRETION TO SECURE THE INTERESTS OF LESSOR OR SUCH ASSIGNEE (AS THE CASE MAY BE) AND LESSOR FURTHER AUTHORIZES LESSOR OR SUCH ASSIGNEE (AS THE CASE MAY BE) TO FILE SAME WITH OR WITHOUT LESSEES SIGNATURE APPEARING THEREON.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY LESSOR.

LESSOR:

Yale Industrial Trucks - Pittsburgh, Inc.

By:

Title:

LESSOR:

Zircos, Inc.

By:

Title:

Federal Tax ID Number:

TRADEMARK

REEL: 004252 FRAME: 0812

(a) Lessee has adequate power and capacity to enter into, and perform under, this Agreement and all related documents (together, the "Documents") and is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction(s) where the Equipment is or is to be located.

(b) The Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws.

(c) No approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents except such as have already been obtained.

(d) The entry into and performance by Lessee of the Documents will not: (i) violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's Certificate of Incorporation or By-Laws; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Lessee is a party.

(e) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement.

(f) The Equipment accepted under any Certificate of Acceptance is and will remain tangible personal property.

(g) Lessee is and will be at all times validly existing and in good standing under the laws of the State of its incorporation (specified in the first sentence of this Agreement).

(h) The Equipment will at all times be used for commercial or business purposes.

XVI. RENEWAL OF LEASE TERM: If an event of default has not occurred and is not continuing hereunder, Lessee, by giving Lessor not less than ninety (90) days' written notice prior to the expiration of the Basic Term of any Schedule, may elect to renew any such Schedule with reference to all, but not less than all, of the Equipment leased thereunder for the period(s) and for the renewal rental(s) (payable in advance) as may be determined by Lessor in its sole discretion. Renewal rental shall be based upon the Fair Market Rental Value of the Equipment at Schedule expiration. Fair Market Rental Value shall be determined in the same manner as Fair Market Value pursuant to Section VII above.

XVII. MISCELLANEOUS:

(a) Unless and until Lessee exercises its rights under Section XVI above, nothing herein contained shall give or convey to Lessee any right, title or interest in and to any Equipment except as a lessee. Any cancellation or termination by Lessor, pursuant to the provision of this Agreement, any Schedule, supplement or amendment herein, or the lease of any Equipment hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder. All Equipment shall at all times remain personal property of Lessor regardless of the degree of its annexation to any real property and shall not by reason of any installation in, or affixation to, real or personal property become a part thereof.

(b) Time is of the essence of this Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith. Lessee agrees, upon Lessor's request, to execute any instrument necessary or expedient for filing, recording or perfecting the interest of Lessor. All notices required to be given hereunder shall be deemed adequately given if sent by registered or certified mail to the addressee at its address stated herein, or at such other place as such addressee may have designated in writing. This Agreement and any Schedule and Annexes thereto constitute the entire agreement of the parties with respect to the subject matter hereof. **NO VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS, SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO.**

(c) **THE PARTIES TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

(d) In case of a failure of Lessee to comply with any provision of this Agreement, Lessor shall have the right, but shall not be obligated to, effect such compliance, in whole or in part and all moneys spent and expenses and obligations incurred or assumed by Lessor in effecting such compliance shall constitute additional rent due to Lessor within five days after the date Lessor sends notice to Lessee requesting payment. Lessor's effecting such compliance shall not be a waiver of Lessee's default.

(e) Any rent or other amount not paid to Lessor when due hereunder shall bear interest, both before and after any judgment or termination hereof, at the lesser of eighteen percent per annum or the maximum rate allowed by law. Any provisions in this Agreement and any Schedule which are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto.

XVIII. POWER OF ATTORNEY: LESSEE HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS LESSOR OR ITS ASSIGNEE, AS ITS AGENT AND ATTORNEY IN FACT TO EXECUTE AND FILE ON LESSEE'S BEHALF ANY UCC FINANCING STATEMENTS (OR THEIR EQUIVALENT), INCLUDING AMENDMENTS THERETO, WHICH LESSOR OR SUCH ASSIGNEE (AS THE CASE MAY BE) DEEMS ADVISABLE IN ITS DISCRETION TO SECURE THE INTERESTS OF LESSOR OR SUCH ASSIGNEE (AS THE CASE MAY BE) AND LESSEE FURTHER AUTHORIZES LESSOR OR SUCH ASSIGNEE (AS THE CASE MAY BE) TO FILE SAME WITH OR WITHOUT LESSEE'S SIGNATURE APPEARING THEREON.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY LESSOR.

LESSOR:

Yale Industrial Trucks - Pittsburgh, Inc.

By: _____

Title: _____

LESSEE:

Zircos, Inc.

By: _____

Title: _____

Federal Tax ID Number: _____

TRADEMARK

REEL: 004252 FRAME: 0813

<p>1. JURISDICTION This statement is prepared in accordance with the Uniform Commercial Code, Article 9, and the Uniform Commercial Code, Article 1.</p>		<p>2. FILING OFFICE 2696125-41-1</p>	<p>3. FILING OFFICE 93086 NATL CITY</p>
<p>4. LESSOR ZIRCOA, INC 31501 SOLON ROAD SOLON, OH 44139</p>	<p>5. LESSEE National City Leasing Corporation P.O. Box 36040 Louisville, KY 40233 61-0878678</p>	<p>6. FILING OFFICE (Date, Time, Number, and Filing Office)</p>	
<p>7. THIS STATEMENT COVERS THE FOLLOWING TYPE(S) OF PROPERTY: THE EQUIPMENT IS OWNED BY THE LESSOR AND LEASED TO THE LESSEE. FILING IS FOR INFORMATIONAL PURPOSES ONLY. LEASE # 10653-001 ONE (1) KORSCH TRP6000 TABLET PRESS & RELATED EQUIPMENT Lease No: 10653-001</p>		<p>8. ADDRESS(ES) OF LESSOR AND LESSEE(S)</p>	
<p>Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Products of collateral are also covered</p>			
<p>Filed with Ohio <i>SS</i></p>			
<p>(USE VERIFICATION SIGNATURE LINE IF APPLICABLE)</p>			
<p>ZIRCOA, INC</p>		<p>National City Leasing Corporation</p>	
<p>By ATTORNEY-IN-FACT <i>[Signature]</i></p>		<p>RETURN ACK. TO ATTORNEY-IN-FACT</p>	
<p>(1) FILING OFFICER COPY-ALPHABETICAL</p>		<p>UCC DIRECT SERVICES P.O. BOX 29071 GLENDALE, CA 91209-9071</p>	
<p>STANDARD FORM - UNIFORM COMMERCIAL CODE - UCC-1</p>		<p>Revised, 11/77</p>	
<p>Prepared with UCC Direct for Windows, UCC Direct Services, P.O. Box 29071, Glendale, CA 91209-9071 Tel (818) 331-3222</p>			

RECEIVED
DEC 26 2000
RECEIVED

File Number: 20053570288
Date Filed: 12/23/2005 12:26 PM
J. Kenneth Blackwell
Secretary of State

UCC FINANCING STATEMENT AMENDMENT**FILER INFORMATION****CONTACT INFORMATION FOR FILER:**

CONTACT EMAIL daniel@diligentz.com	CONTACT NAME Diligentz, Inc.	CONTACT PHONE (800) 958-5294	CONTACT FAX (800) 345-8059
---------------------------------------	---------------------------------	---------------------------------	-------------------------------

SEND ACKNOWLEDGEMENT TO:

PACKETS 16732864	CLIENT'S ACCOUNT # 6038
ORGANIZATION NAME Diligentz, Inc.	
MAILING ADDRESS 8500 Harbour Heights Pkwy, Suite 400	CITY Burke STATE VA POSTAL CODE 22015 COUNTRY

FILE RECORD**RECORD DATA (UNIQUE SEQUENTIAL ID:0001)**

FILE TYPE Amendment	AMENDMENT TYPE Continuation	INITIAL FILE NUMBER AP303512
FILES INCLUDED	ALTERNATE NAME DESIGNATION	ALTERNATE FILING TYPE
ADDITIONAL INFORMATION		MATURITY DATE

CURRENT NAME**AFFECTED PARTY:**

ORGANIZATION NAME ZIRCOA INC

AUTHORIZED DEBTOR:

ORGANIZATION NAME

AUTHORIZED SECURED PARTY:

ORGANIZATION NAME National City Leasing Corporation
--

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (616) 562-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	
UCC Direct Services P.O. Box 28071 Glendale, CA 91209-8071	93088 NATL CITY 3185008-41-1
File with: Ohio	

2001 DEC 24 10 10 AM

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME ZIRCOA, INC.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 31501 SOLON ROAD		CITY SOLON	STATE OH	POSTAL CODE 44139
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION OH	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME National City Leasing Corp.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 101 South Fifth Street		CITY Louisville	STATE KY	POSTAL CODE 40202

4. This FINANCING STATEMENT covers the following collateral:

ONE (1) ATTRITOR MILL AND RELATED EQUIPMENT AND ONE (1) BEAD EXPANSION SYSTEM AND RELATED EQUIPMENT LEASED UNDER A MASTER LEASE AGREEMENT DATED THE 26TH DAY OF DECEMBER, 2000. EQUIPMENT IS OWNED BY THE LESSOR AND LEASED TO THE LESSEE. FILING IS FOR INFORMATIONAL PURPOSES ONLY. LEASE #10653-887 Lease No: 10653-887

5. ALTERNATIVE DESIGNATION (if applicable)	<input checked="" type="checkbox"/> LESSOR/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILEE	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AS LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed for record (for recording) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT (R) on Debtor(s)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

3185008

RECEIVED

MAY 06 2002

J. KENNETH BLACK L
SECRET

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Phone (800) 331-3282 Fax (818) 862-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address)	
UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071	93088 NATL CITY 3185005.1-30-1

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
OH00043130349 12-24-01 SS OH

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) for recording in the REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT (full or partial):** Give name of assignee in Item 7a or 7b and address of assignee in 7c; and also give name of assignor in Item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

☐ **CHANGE name and/or address:** Give current record name in Item 6a or 6b; also give new name (if name changes) in Item 7a or 7b and/or new address (if address changes) in Item 7c. ☐ **DELETE name:** Give record name to be deleted in Item 6a or 6b. ☐ **ADD name:** Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. TAX ID#, SSN or EIN	ADD. INFO RE ORGANIZATION DESIGN	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral: ☐ deleted or ☐ added, or give order ☒ restated collateral description, or describe collateral ☐ assigned.

ALL EQUIPMENT LEASED UNDER A MASTER EQUIPMENT LEASE AGREEMENT #10853 DATED DECEMBER 26, 2000. EQUIPMENT IS OWNED BY THE LESSOR AND LEASED TO THE LESSEE. FILING IS FOR INFORMATIONAL PURPOSES ONLY. PLEASE AMEND FILING TYPE FROM "LEASE-EQUIPMENT" TO A "BLANKET FILING"

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here) and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME National City Leasing Corp.				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

3185005.1 Debtor Name: ZIRCOA, INC.

File Number: 20062380328
Date Filed: 08/24/2006 01:36 PM
J. Kenneth Blackwell
Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FILER INFORMATION

CONTACT INFORMATION FOR FILER:

CONTACT EMAIL
denia@diligenz.com

CONTACT NAME
Diligenz, Inc.

CONTACT PHONE
(800) 858-5294

CONTACT FAX
(800) 345-8059

SEND ACKNOWLEDGEMENT TO:

PACKET # 21470708	CLIENTS ACCOUNT # 5038			
ORGANIZATION NAME Diligenz, Inc.				
MAILING ADDRESS 6500 Harbour Heights Pkwy, Suite 400	CITY Mukilteo	STATE WA	POSTAL CODE 98275	COUNTRY

FILE RECORD

RECORD DATA (UNIQUE SEQUENTIAL ID:0001)

FILING TYPE Amendment	AMENDMENT TYPE Continuation	INITIAL FILE NUMBER OH00043130349
FILER'S UNIQUE ID	ALTERNATE NAME DESIGNATION	ALTERNATE FILING TYPE
ADDITIONAL INFORMATION [21470708]		MATURITY DATE

CURRENT NAME

AFFECTED PARTY:

ORGANIZATION NAME
ZIRCOA, INC.

AUTHORIZED DEBTOR:

ORGANIZATION NAME

AUTHORIZED SECURED PARTY:

ORGANIZATION NAME
National City Leasing Corp.

File Number: 20062420686
Date Filed: 08/30/2006 06:11 PM
J. Kenneth Blackwell
Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FILER INFORMATION

CONTACT INFORMATION FOR FILER:

CONTACT EMAIL
dank@drigenz.com

CONTACT NAME
Drigenz, Inc.

CONTACT PHONE
(800) 858-5284

CONTACT FAX
(800) 345-8069

SEND ACKNOWLEDGEMENT TO:

PACKET # 21570135	CLIENTS ACCOUNT # 5038			
ORGANIZATION NAME Drigenz, Inc.				
MAILING ADDRESS 6500 Harbour Heights Pkwy, Suite 400	CITY Mukilteo	STATE WA	POSTAL CODE 98275	COUNTRY

FILE RECORD

RECORD DATA (UNIQUE SEQUENTIAL ID: 0001)

FILING TYPE Amendment	AMENDMENT TYPE Amendment Parties	AMENDMENT ACTION Secured Party Change	INITIAL FILE NUMBER OH00043130348
FILE'S UNIQUE ID	ALTERNATE NAME DESIGNATION	ALTERNATE FILING TYPE	
ADDITIONAL INFORMATION 10635-blanket Zircoa, Inc. [21570135]			MATURITY DATE

CURRENT NAME

AFFECTED PARTY:

ORGANIZATION NAME
National City Leasing Corporation

AUTHORIZED DEBTOR:

ORGANIZATION NAME

AUTHORIZED SECURED PARTY:

ORGANIZATION NAME
National City Commercial Capital
Company, LLC

SECURED PARTY DATA (UNIQUE SEQUENTIAL ID: 001)

1a. ORGANIZATION NAME National City Commercial Capital Company, LLC As successor-by-merger to National City Leasing Corporation				
3a. MAILING ADDRESS 101 South Fifth St.	CITY Louisville	STATE KY	POSTAL CODE 40202	COUNTRY USA

TRADEMARK

REEL: 004252 FRAME: 0819

RECEIVED
2004 DEC 20 PM 2:17
CLIENT SERVICE CENTER

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS Read and Check CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) 2125909044	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) NEW YORK UCC CUSTOMER SERVICE DEPT 111 Eighth Avenue New York, NY 10011	
CT Lien Ref #: 284232 Filed with: OH:Secretary of State	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (to or filer) - do not abbreviate or describe names				
1a. ORGANIZATION'S NAME ZIRCOA INCORPORATED				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS	1d. CITY		1e. STATE	1f. POSTAL CODE
1g. TAX ID # EIN OR EIN		1h. TYPE OF ORGANIZATION	1i. JURISDICTION OF ORGANIZATION	1j. ORGANIZATIONAL B.S. Filer
1k. ADDL INFO RE ORGANIZATION		1l. CORPORATION	1m. Ohio	1n. 713928 <input type="checkbox"/> None
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (to or filer) - do not abbreviate or describe names				
2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS	2d. CITY		2e. STATE	2f. POSTAL CODE
2g. TAX ID # EIN OR EIN	2h. TYPE OF ORGANIZATION	2i. JURISDICTION OF ORGANIZATION	2j. ORGANIZATIONAL B.S. Filer	
2k. ADDL INFO RE ORGANIZATION		2l. CORPORATION	2m. 713928 <input type="checkbox"/> None	
3. SECURED PARTY'S NAME (NAME OF TOTAL ASSIGNEE of ASSIGNOR (SP) - Insert only one secured party name (to or filer)				
3a. ORGANIZATION'S NAME Citibank, N.A.				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	3d. CITY		3e. STATE	3f. POSTAL CODE
3g. 388 Greenwich Street		3h. New York	3i. NY	3j. 10013
3k. US				

4. The FINANCING STATEMENT covers the following collateral:
Accounts Receivable from Alopa Inc. purchased by Citibank, N.A. per the terms of the Supplier Agreement between ZIRCOA INCORPORATED and Citibank, N.A.

5. ALTERNATIVE CREDITATION IF ANY	6. LESSOR/LESSOR	7. COMMERCIAL OR NON-COMMERCIAL	8. SALE/LEASE	9. SELLER/BUYER	10. AD. LBN	11. NON-AD. PLNG
12. THIS FINANCING STATEMENT IS TO BE USED FOR THE FOLLOWING PURPOSES (Check all that apply)	13. IF YES, CHECK THE FOLLOWING PURPOSES (Check all that apply)	14. IF YES, CHECK THE FOLLOWING PURPOSES (Check all that apply)	15. IF YES, CHECK THE FOLLOWING PURPOSES (Check all that apply)	16. IF YES, CHECK THE FOLLOWING PURPOSES (Check all that apply)	17. IF YES, CHECK THE FOLLOWING PURPOSES (Check all that apply)	18. IF YES, CHECK THE FOLLOWING PURPOSES (Check all that apply)
19. OFFICIAL FILER REFERENCE DATA						

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/20/99)

UCC FINANCING STATEMENT

File Number: 20091770300
 Date Filed: 08/26/2009 01:18 PM
 Jennifer Brunner
 Secretary of State

FILE INFORMATION

CONTACT INFORMATION FOR FILER

CONTACT EMAIL SOSACK@UCCDIRECT.COM	CONTACT NAME UCC DIRECT SERVICES	CONTACT PHONE 713-533-4861	CONTACT FAX
---------------------------------------	-------------------------------------	-------------------------------	-------------

SEND ACKNOWLEDGMENT TO:

PACKET NO 37073260	CLIENT ACCOUNT # 8522				
INDIVIDUAL'S LAST NAME SERVICES		FIRST NAME UCCDIR	MIDDLE NAME	SUFFIX	
MAILING ADDRESS P.O. BOX 3248		CITY HOUSTON	STAT TX	POSTAL CODE 77253	COUNTRY US

FILE RECORD

FILING TYPE Amendment	AMENDMENT CONTINUATION	AMENDMENT ACTION NOAction	INITIAL OH00084716278
FILERS UNIQUE 37073260	ALTERNATE NAME DESIGNATION	ALTERNATE FILING TYPE CONTINUATION	
ADDITIONAL INFORMATION		MATURITY DATE	

**CURRENT NAME
AFFECTED PARTY**

INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
------------------------	------------	-------------	--------

AUTHORIZED DEBTOR

INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
------------------------	------------	-------------	--------

AUTHORIZED SECURED PARTY

ORGANIZATION NAME CITIBANK, N.A.

File Number: OH00087256428
Date Filed: 03/15/2006 10:32 AM
J. Kenneth Blackwell
Secretary of State

UCC FINANCING STATEMENT

FILER INFORMATION

CONTACT INFORMATION FOR FILER:

CONTACT EMAIL sosack@uccdirect.com	CONTACT NAME UCC DIRECT SERVICES	CONTACT PHONE	CONTACT FAX
---------------------------------------	-------------------------------------	---------------	-------------

SEND ACKNOWLEDGEMENT TO:

PACKET # OH-0-13706765		CLIENTS ACCOUNT #			
ORGANIZATION NAME UCC DIRECT SERVICES					
MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY USA

FILE RECORD

RECORD DATA (UNIQUE SEQUENTIAL ID: 0001)

FILING TYPE Initial			
FILERS UNIQUE ID OH-0-13706765-MOBERLY	ALTERNATE NAME DESIGNATION Debtor-Secured Party	ALTERNATE FILING TYPE UCC	
ADDITIONAL INFORMATION 2205 CHAUNCEY BLVD FIELD			MATURITY DATE

DEBTOR DATA (UNIQUE SEQUENTIAL ID: 001)

1a. ORGANIZATION NAME ZIRCOA INC.			
2a. TYPE OF ORGANIZATION Corporation	2b. JURISDICTION OF ORGANIZATION OH	2c. ORGANIZATIONAL ID#, if any 713928	
1c. MAILING ADDRESS 31501 SOLON RD	CITY SOLON	STATE OH	POSTAL CODE 44139
COUNTRY USA	ALTERNATIVE CAPACITY OF DEBTOR		

SECURED PARTY DATA (UNIQUE SEQUENTIAL ID: 001)

3a. ORGANIZATION NAME AMERICAN FINANCIAL RESOURCES				
3c. MAILING ADDRESS P.O. BOX 728	CITY PARK RIDGE	STATE NJ	POSTAL CODE 07858	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

**(1) RICOH AFICIO 2051SP COPIER; FINISHER; 2/3 HOLE PUNCH KIT; AUTO DOC FEEDER;
PAPER DRAWER; DUPLEX UNIT;PUNCH TYPE; LCD**

TRADEMARK

REEL: 004252 FRAME: 0823

File Number: OH00103885256
Date Filed: 06/30/2006 10:32 AM
J. Kenneth Blackwell
Secretary of State

UCC FINANCING STATEMENT

FILER INFORMATION

CONTACT INFORMATION FOR FILER:

CONTACT EMAIL sosack@uccdirect.com	CONTACT NAME UCC DIRECT SERVICES	CONTACT PHONE	CONTACT FAX
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SEND ACKNOWLEDGEMENT TO:

PACKET # OH-0-21342154000	CLIENTS ACCOUNT #			
ORGANIZATION NAME UCC DIRECT SERVICES				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY USA

FILE RECORD

RECORD DATA (UNIQUE SEQUENTIAL ID:0001)

FILING TYPE Initial		
FILER'S UNIQUE ID OH-0-21342154-4894.01 4894.01	ALTERNATE NAME DESIGNATION Lessee-Lessor	ALTERNATE FILING TYPE UCC
ALTERNATE FILING TYPE ZIRCOA		MATURITY DATE

LESSEE DATA (UNIQUE SEQUENTIAL ID: 001)

1a. ORGANIZATION NAME Zircoa Inc.			
2a. TYPE OF ORGANIZATION Corporation	2b. JURISDICTION OF ORGANIZATION OH	2c. ORGANIZATIONAL ID#, if any 713928	
1b. MAILING ADDRESS 31801 Solon Road	CITY Solon	STATE OH	POSTAL CODE 44139
COUNTRY USA	ALTERNATIVE CAPACITY OF DEBTOR		

LESSOR DATA (UNIQUE SEQUENTIAL ID: 001)

1a. ORGANIZATION NAME The Huntington National Bank				
1b. MAILING ADDRESS Equipment Finance Division 105 East Fourth Street	CITY Cincinnati	STATE OH	POSTAL CODE 45202	COUNTRY USA

File Number: OH00128553600
Date Filed: 07/30/2008 12:30 PM
Jennifer Brunner
Secretary of State

UCC FINANCING STATEMENT

FILER INFORMATION

CONTACT INFORMATION FOR FILER:

CONTACT EMAIL
kjohnson@intellipack.com

CONTACT NAME
Intellipack, Inc.

CONTACT PHONE
(918) 481-7138

CONTACT FAX
(918) 481-7188

SEND ACKNOWLEDGEMENT TO:

PACKET # TU-002-08081-1793 ZIRCOA	CLIENTS ACCOUNT # 7370			
ORGANIZATION NAME Intellipack, Inc.				
MAILING ADDRESS 12322 E. 55th St	CITY Tulsa	STATE OK	POSTAL CODE 74148	COUNTRY

FILE RECORD

RECORD DATA (UNIQUE SEQUENTIAL ID: 0001)

FLING TYPE Initial		
FILE'S UNIQUE ID	ALTERNATE NAME DESIGNATION Debtor-Secured Party	ALTERNATE FLING TYPE UCC
ADDITIONAL INFORMATION		MATURITY DATE

DEBTOR DATA (UNIQUE SEQUENTIAL ID: 001)

1a. ORGANIZATION NAME ZIRCOA INC.			
2a. TYPE OF ORGANIZATION CORPORATION	2b. JURISDICTION OF ORGANIZATION OH	2c. ORGANIZATIONAL ID#, if any None	
1b. MAILING ADDRESS 31501 SOLOM RD	CITY SOLOM	STATE OH	POSTAL CODE 44139
COUNTRY USA	ALTERNATIVE CAPACITY OF DEBTOR		

DEBTOR DATA (UNIQUE SEQUENTIAL ID: 002)

1a. ORGANIZATION NAME TAPE PRODUCTS COMPANY			
2a. TYPE OF ORGANIZATION CORPORATION	2b. JURISDICTION OF ORGANIZATION OH	2c. ORGANIZATIONAL ID#, if any None	
1b. MAILING ADDRESS 11630 DEERFIELD RD	CITY CINCINNATI	STATE OH	POSTAL CODE 45242
COUNTRY USA	ALTERNATIVE CAPACITY OF DEBTOR		

SECURED PARTY DATA (UNIQUE SEQUENTIAL ID: 001)

3a. ORGANIZATION NAME INTELLIPACK, INC.				
3c. MAILING ADDRESS 12322 E 55TH ST	CITY TULSA	STATE OK	POSTAL CODE 74148	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SMART SHOT SYSTEM
SERIAL #TU-002-08091-1793

TRADEMARK

REEL: 004252 FRAME: 0826

File Number: OH00130685693
Date Filed: 11/03/2008 03:03 PM
Jennifer Brunner
Secretary of State

UCC FINANCING STATEMENT

FILER INFORMATION

CONTACT INFORMATION FOR FILER:

CONTACT EMAIL	CONTACT NAME UCC DIRECT SERVICES	CONTACT PHONE	CONTACT FAX
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SEND ACKNOWLEDGEMENT TO:

PACKET # OH-0-33372067000	CLIENTS ACCOUNT #			
ORGANIZATION NAME UCC DIRECT SERVICES				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY USA

FILE RECORD

RECORD DATA (UNIQUE SEQUENTIAL ID: 0001)

FILING TYPE Initial		
FILE'S UNIQUE ID OH-0-33372067-4894.02 BLT	ALTERNATE NAME DESIGNATION NOAItName	ALTERNATE FILING TYPE UCC
ADDITIONAL INFORMATION		MATURITY DATE

DEBTOR DATA

(UNIQUE SEQUENTIAL ID: 001)

1a. ORGANIZATION NAME Zircos Inc.				
2a. TYPE OF ORGANIZATION Corporation	2b. JURISDICTION OF ORGANIZATION OH	2c. ORGANIZATIONAL ID#, if any 713928		
1c. MAILING ADDRESS 31501 Solon Rd	CITY Solon	STATE OH	POSTAL CODE 44139	
COUNTRY USA	ALTERNATIVE CAPACITY OF DEBTOR NOAItCapacity			

SECURED PARTY DATA (UNIQUE SEQUENTIAL ID: 001)

3a. ORGANIZATION NAME The Huntington National Bank				
3c. MAILING ADDRESS Equipment Finance Division 105 East Fourth Street	CITY Cincinnati	STATE OH	POSTAL CODE 45202	COUNTRY USA

TRADEMARK

REEL: 004252 FRAME: 0827

4. This FINANCING STATEMENT covers the following collateral:

All of the property described below (which list may not be all inclusive and may be supplemented hereafter), plus all accessories, upgrades, additions, and substitutions, replacement parts, tools, service/training manuals, software licenses, warranty and maintenance agreements, permits and licenses required to own and/or operate the property, subleases, chattel paper and general intangibles related thereto, and all proceeds there from (including, without limitation, insurance proceeds) now or hereafter existing.

Cerla Milling Optimization: 350 Gallon APV Mix Tank 500 Gallon Stainless Steel Tank 750 Gallon
Stainless Steel Tank Cogan Mezzanine 12' x 24' Deck 8 Bead Hoppers w/Frame & Gates Marwin
Full Port Ball Valve Triac Electric Actuator 20 Ton Chiller Lightning Mixer Weight-Tronix Scales
Bead Forming Equipment - Line 111 100 Gallon Stainless Steel Tank 120 Gallon Stainless Steel
Tank Peristaltic Pump Moyno 1000 Pump Lightning Mixer Self Cleaning Filter Assembly Admix Shear
Mixer Pipes and Fittings Electrical Equipment Heavy Duty Hot Water Tank ABPC 9012SE3300U1
RSABPC 9012SE3303 RS Ashcroft Pressure Transducers
Pycnometer Pycnometer w/regulator
Netzsch LMZ 25 Mill Tozsch Mill Fittings for Netzsch Mill Pool Filter F, Camlocks Stainless Steel
Piping Swivel Hook and Latch
East Plant Boiler Patterson - Kelley Boiler Re-program Controls
Evaporation System E200 Hot Bottom Evaporator Additional Stack Section

TRADEMARK

REEL: 004252 FRAME: 0828

4. This FINANCING STATEMENT covers the following collateral:

Debtor hereby grants Secured Party a Purchase Money Security Interest in the PM-150 Ton Press, Machine-210, Lift, Tooling Adapter, Site Preparation, Feed System, Dumper, Vacuumax, Diamond Deck Hopper, Two Feed Shoes, 40 ton Feed System, One Large Hopper, Transport & Riggers together with all substitutions and replacements for and products of any of the foregoing property and together with proceeds of any and all of the foregoing property, and, in the case of all tangible property, together with all accessions and together with all accessories, attachments, parts, equipment and repairs, now or hereafter attached or affixed to or used in connection with any such goods

RECEIVED
SECRETARY OF STATE

2008 NOV 14 PH 3:26

CLIENT SERVICE CENTER

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Monika Morand, Senior Paralegal
McDonald Hopkins LLC
600 Superior Avenue, Suite 2100
Cleveland, OH 44114

THE ABOVE SPACES FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Zircon Inc.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

31501 Selma Road

CITY

Salem

STATE

OH

POSTAL CODE

44139

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION
corporation

1f. JURISDICTION OF ORGANIZATION

Ohio

1g. ORGANIZATIONAL ID #, if any

OH713928

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNORSHIP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

The Huntington National Bank

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

917 Euclid Avenue

CITY

Cleveland

STATE

OH

POSTAL CODE

44115

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All personal property owned by Debtor, whether now owned or hereafter arising or acquired or received by Debtor.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	SALES/SALEOR	SELLER/BUYER	AS. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD (or recorded) IN THE REAL ESTATE RECORDS	7. Check to REQUEST SEARCH REPORT (if on Debtor)	8. Check to REQUEST SEARCH REPORT (if on Debtor)	9. Check to REQUEST SEARCH REPORT (if on Debtor)	10. Check to REQUEST SEARCH REPORT (if on Debtor)	11. Check to REQUEST SEARCH REPORT (if on Debtor)	12. Check to REQUEST SEARCH REPORT (if on Debtor)
8. OPTIONAL FILER REFERENCE DATA						
(1505217) OH SOS						

11507414844-01

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/22/02)

CT CORPORATION SYSTEM**Search Report**

Date: 03/26/10

Customer: Stanley Jaros
MORIARTY & JAROS
30000 Chagrin Blvd
Suite 200
Cleveland, OH 44124

Subject: Zircoa, Inc.

CT Order#: 7800482 SO

Customer Reference #1: None Given

Customer Reference #2: None Given

Jurisdiction: Cuyahoga County, Ohio

Search Type: State Tax Liens - Court of Common Pleas

Searched: 10 Years

Searched Through: 03/23/10

Synopsis: No Records Found

Search Type: Local Litigation Search - Searched as Defendant - Court of Common Pleas

Searched: 10 Years

Searched Through: 03/23/10

Synopsis: No Records Found

Search Type: Judgment Liens - Court of Common Pleas

Searched: 10 Years

Searched Through: 03/23/10

Synopsis: No Records Found

Search Type: Fixture Liens - County Recorder

Searched: 5 Years

Searched Through: 03/24/10

Synopsis: No Records Found

Search Type: Federal Tax Liens - County Recorder

Searched: 10 Years

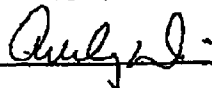
Searched Through: 03/24/10

Synopsis: No Records Found

CT CORPORATION SYSTEM
Columbus UCC Service Center
4400 Easton Commons Way
Suite 125
Columbus, OH 43219
Phone: (800) 821-3216
Fax: (800) 914-4240

This report contains information compiled from sources which CT Corporation System considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion, or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

Signed



CT CORPORATION SYSTEM**Search Report**

Date: 03/26/10

Customer: Stanley Jaros
MORIARTY & JAROS
30000 Chagrin Blvd
Suite 200
Cleveland, OH 44124

Subject: Zircoa, Inc.

CT Order#: 7800482 SO

Customer Reference #1: None Given

Customer Reference #2: None Given

Jurisdiction: U.S. District Court, Ohio Northern District

Search Type: Federal Litigation Search - Searched as Defendant

Searched: 10 Years

Searched Through: 03/25/10

Synopsis: No Records Found

CT CORPORATION SYSTEM
Columbus UCC Service Center
4400 Easton Commons Way
Suite 125
Columbus, OH 43219
Phone: (800) 621-3216
Fax: (800) 914-4240

This report contains information compiled from sources which CT Corporation System considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion, or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

Signed _____

Amly D.

TRADEMARK

REEL: 004252 FRAME: 0832

CT CORPORATION SYSTEM**Search Report**

Date: 03/26/10

Customer: Stanley Jaros
MORIARTY & JAROS
30000 Chagrin Blvd
Suite 200
Cleveland, OH 44124

Subject: Zircoa, Inc.

CT Order#: 7800482 SO

Customer Reference #1: None Given

Customer Reference #2: None Given

Jurisdiction: U.S. Bankruptcy Court, Ohio Northern District

Search Type: Bankruptcy Search

Searched: 10 Years

Searched Through: 03/25/10

Synopsis: No Records Found

CT CORPORATION SYSTEM
Columbus UCC Service Center
4400 Easton Commons Way
Suite 125
Columbus, OH 43219
Phone: (800) 621-3216
Fax: (800) 914-4240

This report contains information compiled from sources which CT Corporation System considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion, or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause, the categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

Signed