FORM PTC-1595
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents

d original documents or copy thereof.

1. Name of conveying party(ies):
FAIRBANKS SCALES INC.
821 LOCUST
KANSAS CITY, MISSOURI 64106

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

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

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

Name: PNC BANK, NATIONAL ASSOCIATION, AS AGENT

Internal Address:

Street Address: 1600 MARKET STREET

City: PHILADELPHIA State: PA ZIP: 19103

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☑ Other BANK

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 10, 1998

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW
Suite 101

City: Washington State: DC ZIP 20004

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): $340.00

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

12/17/1998 DNGUYEN 00000106 1055482

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 300.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Deborah Scheff
Name of Person Signing

Deborah Scheff
Signature

December 10, 1998
Date

Total number of pages including cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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SCHEDULE A

Schedule A to a Trademark Assignment of Security dated December 10, 1998, by and between FAIRBANKS SCALES INC. and PNC BANK, NATIONAL ASSOCIATION, as Agent.

	Reg. No. or Application No.	Trademark	Country	Reg. or Filing Date
1	1,055,482	FAIRBANKS SCALES	USA	1/4/77
2	1,082,325	FAIRBANKS	USA	1/17/78
3	1,833,166	PRIME WEIGH	USA	4/26/94
4	1,849,096	ENDUROCAST	USA	8/9/94
	2881	FAIRBANKS SCALES (ND)	USA	3/31/88
5	1,899,736	ECLIPSE	USA	6/13/95
6	1,939,766	OMNICELL	USA	12/5/95
7	1,974,187	FAIRBANKS SCALES & DESIGN	USA	5/14/96
8	1,983,564	ULPI	USA	7/2/96
9	1,998,615	WEIGHING EQUIPMENT FOR THE WORLD	USA	9/3/96
10	2,095,654	AEGIS	USA	9/9/97
11	2,137,863	QMB	USA	2/17/98
12	2,179,290	RODAN	USA	8/4/98
13	2,046,437	SERVICE ADVANTAGE	USA	3/18/97

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Fairbanks Scales Inc., a corporation formed under the laws of the State of Kansas, located at 821 Locust, Kansas City, Missouri 64106 ("Fairbanks"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Fairbanks and Thurman Scale Company (together with Fairbanks, each a "Borrower" and jointly and severally, the "Borrowers") are obligated to PNC Bank, National Association ("PNC") and various financial institutions (together with PNC, collectively, the "Lenders") named in or which hereafter become a party to the Loan Agreement (as hereafter defined) and PNC as agent for Lenders (PNC in such capacity, "Agent"), pursuant to (i) a certain Revolving Credit, Term Loan, Capital Expenditure Loan and Security Agreement, dated as of the date hereof, among Agent, Lenders and Borrowers and (ii) a certain Trademark Collateral Security Agreement, dated as of the date hereof, made by Fairbanks in favor of Agent for the ratable benefit of Lenders (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Fairbanks is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business for its benefit and symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Fairbanks does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Fairbanks expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: December 10, 1998
New York, New York

Witness:

FAIRBANKS SCALES INC.

By: _____
Name: RICHARD G NORDEN
Title: VP

PNC BANK, NATIONAL ASSOCIATION,
AS AGENT

Witness:

By: _____
Name: Rodger Rickenbrode
Title: SR. V. P.

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 10 day of December, 1998, before me personally came RICHARD G. NORDEN to me known, who, being by me duly sworn, did depose and say that he is the VP of FAIRBANKS SCALES INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Deborah Scheff
Notary Public
DEBORAH SCHEFF
NOTARY PUBLIC, State of New York
No. 4907990
Qualified in Nassau County
Commission Expires October 13, 1999

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 10 day of December, 1998, before me personally came RODGER RICKENBRODE, to me known, who, being by me duly sworn, did depose and say that he is the SR. V.P. of PNC BANK, NATIONAL ASSOCIATION, the association described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said association.

Deborah Scheff
Notary Public
DEBORAH SCHEFF
NOTARY PUBLIC, State of New York
No. 4907990
Qualified in Nassau County
Commission Expires October 13, 1999