

02-04-1999



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MRD 2-1-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

02/03/1999 SBURNS 00000169 1660843

01 FC:481

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1847 FRAME: 0949

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

317-231-7771

Name

George A. Dremonas

Address (line 1)

Barnes & Thornburg

Address (line 2)

11 South Meridian Street

Address (line 3)

Indianapolis, Indiana 46204

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

13

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1660843		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

10-0435

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

George A. Dremonas

Name of Person Signing

Signature

1-27-99

Date Signed

GENERAL INTANGIBLES MORTGAGE AND
SECURITY AGREEMENT

This GENERAL INTANGIBLES MORTGAGE AND SECURITY AGREEMENT, dated as of September 25, 1998, is made by GOSHEN RUBBER COMPANIES, INC., an Indiana corporation, as Borrower, GOSHEN RUBBER CO., INC., an Indiana corporation, as Guarantor, SYRACUSE RUBBER PRODUCTS, INC., an Indiana corporation, as Guarantor, G.R. PLASTICS, INC., an Indiana corporation, as Guarantor, ETI, INCORPORATED, a Florida corporation, as Guarantor, GNC CORPORATION, a North Carolina corporation, as Guarantor, GRN CORPORATION, a Nebraska corporation, as Guarantor, BOND-FLEX RUBBER CO., INC., an Indiana corporation, as Guarantor, BOWER MANUFACTURING CORP., an Indiana corporation, as Guarantor, GRB ENTERPRISES, INC., an Indiana corporation, as Guarantor, and GRM CORPORATION, an Indiana corporation, as Guarantor, in favor of NBD BANK, N.A., as Lender and Agent, and NATIONAL CITY BANK OF INDIANA, as Lender.

Recitals

WHEREAS, pursuant to a Credit Agreement of even date herewith and related documentation (hereinafter collectively referred to, as they may be amended or replaced from time to time, as the "Agreement"), the Lender's have afforded Borrower financial accommodations in the maximum principal amount of \$ _____; and

WHEREAS, it is a condition of the Agreement that, in order to further secure the Indebtedness and the Obligations under and as defined in the Agreement, Borrower and each of the Guarantors grant to the Agent, on behalf of and for the pro rata benefit of the Lenders, a lien, security interest and mortgage in all of its now existing and hereafter created or acquired patents, trademarks, trade names, service marks, copyrights, the entire goodwill of the business of Borrower and each of the Guarantors connected with and symbolized by such trademarks, service marks, trade names and copyrights and all of the other general intangibles of Borrower and each of the Guarantors.

NOW, THEREFORE, in order to further secure all present and future obligations (including, without limitation, the Indebtedness and the Obligations as defined in the Agreement) of Borrower to the Lenders, including all interest due thereunder, and the payment and performance of all obligations of Borrower described herein and in the Agreement (hereinafter collectively referred to as "Obligations"), and for other good and valuable consideration, the receipt of which by Borrower is hereby acknowledged, Borrower and each of the Guarantors, jointly and severally, and the Agent and the Lenders hereby agree as follows:

Agreement

1. Definitions. All capitalized terms used in this Agreement that are not defined herein shall have the same meanings herein as are ascribed to them in the General Pledge and Security Agreement among Borrower, the Guarantors, the Agent and the Lenders dated of even date herewith (the "Security Agreement").

2. Grant of Security Interest. To secure the performance and payment when due of the Obligations, Borrower and the Guarantors, jointly and severally, hereby mortgage, pledge, hypothecate, and grant a security interest to the Agent, on behalf of and for the pro rata benefit of the Lenders, a continuing security interest in, to and under all of the following property, and all of Borrower's and each Guarantor's right, title and interest therein, thereunder and thereto under United States federal or state law and throughout the world, whether now existing or hereafter arising or acquired:

(a) The United States patents and applications for patent of Borrower and each Guarantor described in Exhibit A hereto, and the patents and applications for patent of Borrower and each Guarantor in other countries described in Exhibit B hereto, and all other United States and foreign patents and applications for patent of Borrower and each Guarantor now existing or hereafter filed or acquired;

(b) The inventions disclosed and/or claimed in all of the said United States and foreign patents and applications for patent, and all other proprietary inventions now owned by Borrower or any Guarantor or hereafter made, created or acquired by or for Borrower or any Guarantor whether or not any of said inventions are patentable;

(c) All other applications for patent or like protection on any of said inventions that have now or may in the future be filed by Borrower or any Guarantor, or by the assignors of the rights to said inventions to Borrower or any Guarantor, whether in the United States or in any other country or place anywhere in the world;

(d) All other patents or like protection that have been or may in the future be granted on any of the aforesaid inventions and/or applications to Borrower or any Guarantor, or to any assignor of the rights to any such invention to Borrower or any Guarantor, whether in the United States or in any other country or place anywhere in the world;

(e) The United States copyright registrations and applications for copyright registrations of Borrower and each Guarantor described in Exhibit C hereto, and the copyright registrations and applications for copyright registration of Borrower and each Guarantor in other countries described in Exhibit D hereto and all other copyrights, copyright registrations and copyright applications of Borrower or any Guarantor, now existing or hereafter acquired, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all works of authorship and other intellectual property rights now owned or hereafter created by or for, or acquired by Borrower or any Guarantor, whether in the United States or in any other country or place anywhere in the world;

(f) The United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of Borrower or any Guarantor described in Exhibit E hereto, and the trademarks, service marks

and trade names and applications for registrations of trademarks, service marks and trade names of Borrower or any Guarantor in other countries described in Exhibit F hereto, and all other trademarks, service marks and trade names and applications to register the same of Borrower or any Guarantor, whether registered or unregistered and wherever registered, now existing or hereafter arising, created or acquired by Borrower or any Guarantor, whether in the United States or in any other country or place anywhere in the world;

(g) All renewals, reissues, continuations, extensions or the like of any patents, trademarks, service marks, trade names and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States, any State or any other country or place anywhere in the world.

(h) All rights of action on account of past, present, and future unauthorized use of any of said inventions, trademarks, service marks, or trade names and for infringement of said patents, trademarks, service marks or trade names and like protection.

(i) The right after acceleration of the Obligations or commencement of a collection action to file and prosecute applications for patents, and for registration of trademarks, service marks, and trade names on any of said inventions, trademarks, service marks, trade names, or for similar intellectual property in the United States or any other country or place anywhere in the world;

(j) The entire goodwill of the business of Borrower and each Guarantor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of Borrower and each Guarantor;

(k) All of Borrower's and each Guarantor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogs, supplier contracts, confidential information (other than confidential information of third parties which Borrower nor any Guarantor may disclose under law or under an agreement binding on Borrower or any Guarantor), consulting agreements, engineering contracts, rights to use product names or labels, formulas and all other assets which uniquely reflect the goodwill of the business of Borrower or any Guarantor to which said general intangibles relate; and

(l) All of the proceeds of any of the foregoing (the intangible assets enumerated in subparagraphs (a) through (k) being hereinafter collectively referred to as the "General Intangibles").

3. Security Agreement. This Agreement has been executed and delivered by Borrower and each Guarantor for the purpose of registering the security interest of the Agent in the General Intangibles with the United States Patent and Trademark Office. The security interest granted thereby

has been granted as a supplement to, and not in limitation of, the security granted to the Agent, on behalf of and for the pro rata benefit of the Lenders, under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms. Borrower and each Guarantor do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to its security interest in the General Intangibles granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

[signature pages immediately following]

IN WITNESS WHEREOF, Borrower, the Guarantors, the Agent and the Lenders have caused this Agreement to be executed by its duly authorized officer as of the date set forth above.

NBD BANK, N.A.,

"Lender" and "Agent"

Date: 1-5-99

By: 

Printed: Scott A. Dronick

Its: Vice President

NATIONAL CITY BANK OF INDIANA

"Lender"

Date: _____

By: _____

Printed: _____

Its: _____

GOSHEN RUBBER COMPANIES, INC., an
Indiana corporation

"Borrower"

Date: _____

By: _____

Printed: _____

Its: _____

IN WITNESS WHEREOF, Borrower, the Guarantors, the Agent and the Lenders have caused this Agreement to be executed by its duly authorized officer as of the date set forth above.

NBD BANK, N.A.,

“Lender” and “Agent”

Date: _____

By: _____

Printed: _____

Its: _____

NATIONAL CITY BANK OF INDIANA

“Lender”

Date: 1/14/89

By: 

Printed: CHARLES W. TRADER

Its: Sr. V.P.

GOSHEN RUBBER COMPANIES, INC., an
Indiana corporation

“Borrower”

Date: _____

By: _____

Printed: _____

Its: _____

IN WITNESS WHEREOF, Borrower, the Guarantors, the Agent and the Lenders have caused this Agreement to be executed by its duly authorized officer as of the date set forth above.

NBD BANK, N.A.,

“Lender” and “Agent”

Date: _____

By: _____

Printed: _____

Its: _____

NATIONAL CITY BANK OF INDIANA

“Lender”

Date: _____

By: _____

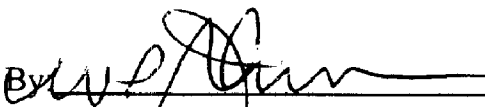
Printed: _____

Its: _____

GOSHEN RUBBER COMPANIES, INC., an
Indiana corporation

“Borrower”

Date: 1/6/99

By:  _____

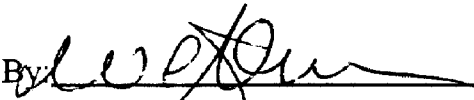
Printed: William P. Johnson

Its: PRESIDENT

GOSHEN RUBBER CO., INC., an
Indiana corporation

"Guarantor"


Date: 1/6/99

By: 
Printed: WILLIAM P. JOHNSON
Its: PRESIDENT

SYRACUSE RUBBER PRODUCTS, INC., an
Indiana corporation

"Guarantor"

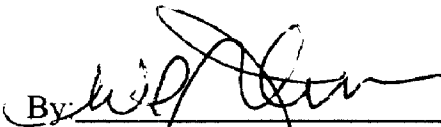
Date: 1/6/99

By: 
Printed: WILLIAM P. JOHNSON
Its: PRESIDENT

G.R. PLASTICS, INC., an
Indiana corporation

"Guarantor"

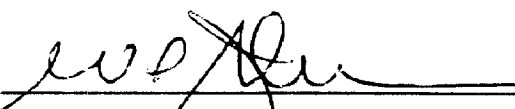
Date: 1/6/99

By: 
Printed: WILLIAM P. JOHNSON
Its: PRESIDENT

ETI, INCORPORATED, a
Florida corporation

"Guarantor"

Date: 1/6/99

By: 

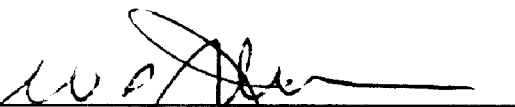
Printed: WILLIAM P. JOHNSON

Its: PRESIDENT

GNC CORPORATION, a
North Carolina corporation

"Guarantor"

Date: 1/6/99

By: 

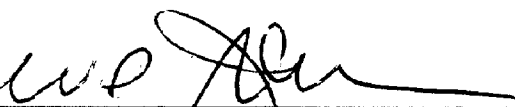
Printed: WILLIAM P. JOHNSON

Its: PRESIDENT

GRN CORPORATION, a
Nebraska corporation

"Guarantor"

Date: 1/6/99

By: 

Printed: WILLIAM P. JOHNSON

Its: PRESIDENT

BOND-FLEX RUBBER CO., INC., an
Indiana corporation

"Guarantor"

Date: 1/6/99

By: 

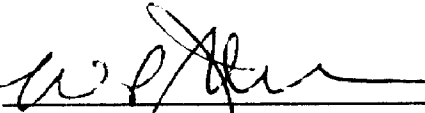
Printed: WILLIAM P. JOHNSON

Its: PRESIDENT

BOWER MANUFACTURING CORP., an
Indiana corporation

"Guarantor"

Date: 1/6/99

By: 


Printed: WILLIAM P. JOHNSON

Its: PRESIDENT

GRB ENTERPRISES, INC., an
Indiana corporation

"Guarantor"

Date: 1/6/99

By: 

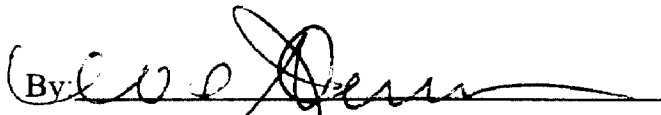
Printed: WILLIAM P. JOHNSON

Its: PRESIDENT

GRM CORPORATION, an
Indiana corporation

"Guarantor"

Date: 1/6/99

By: 

Printed: WARREN P. JOHNSON

Its: PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared W P Johnson who, being first duly sworn, acknowledged that he is the President of Borrower and the Guarantors, and who executed the foregoing General Intangibles Mortgage and Security Agreement for and on behalf of Borrower and the Guarantors.

Witness my hand and Notarial Seal this 6 th day of Jan, 1998.

(SEAL)

Sue McCall
Notary Public

My commission expires: 12-6-00

Exhibit A

United States Patents

None

Exhibit B

Foreign Patents

None

Exhibit C

United States Copyrights

None

Exhibit D

Foreign Copyrights

None

Exhibit E

United States Trademarks

Gr Plastics, Inc. is the owner of the trademark "Nu-Wood" under Registration No. 1,660,843 registered October 15, 1991.

Goshen Rubber Co., Inc is the owner of the trademarks (1) "Tetraseals" under Registration No. 796,750, (2) "V-Hicular and design" under Registration No. 1,185,764 registered January 12, 1982 and (3) "Ang-L-Seals" under Registration No. 796,751.

Exhibit F

Foreign Trademarks

None

INDS01 JYH 287863

RECORDED: 02/01/1999

**TRADEMARK
REEL: 1847 FRAME: 0968**