

05-22-2000



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No Check

5.18.00

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name ASKO, Inc.

Execution Date
Month Day Year
050500

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Pennsylvania

Receiving Party

Mark if additional names of receiving parties attached

Name National City Bank of Pennsylvania

DBA/AKA/TA _____

Composed of _____

Address (line 1) 20 Stanwix Street

Address (line 2) National City Center

Address (line 3) Pittsburgh PA/USA 15222-4802
City State/Country Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization a national banking association

FOR OFFICE USE ONLY

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: 002076 FRAME: 0451

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1625653"/>	<input type="text" value="1693997"/>	<input type="text"/>
<input type="text" value="1625649"/>	<input type="text" value="1975381"/>	<input type="text"/>
<input type="text" value="2155977"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

ASKO, Inc., by
William H. Rackoff, President

05/05/00

Name of Person Signing

Signature

Date Signed

**FORM OF
NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS**

WHEREAS, ASKO, Inc., a Pennsylvania corporation (the "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks").

WHEREAS, pursuant to a certain Amended and Restated Loan Agreement, dated December 30, 1998, by and among the Assignor, Sintermet, Inc., a Pennsylvania corporation and National City Bank of Pennsylvania (the "Assignee") (as amended, modified or supplemented from time to time, the "Loan Agreement"), Assignor is obligated to the Assignee, and has entered into a Patent, Trademark and Copyright Assignment, dated of even date herewith (the "Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Trademarks, together with all the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment of the Debt (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment of the Debt.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

Assignee's address is National City Center, 20 Stanwix Street, Pittsburgh, Pennsylvania 15222-4802.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on this 5th day of May, 2000.

ASKO, Inc.

By: *William H. Kocops*

Title: President

[Corporate Seal]

SCHEDULE A

1. A AND SHIELD DESIGN; Trademark registered with USPTO, Reg. No. 1,625,653, registration dated December 4, 1990.
2. ASKO; Trademark registered with USPTO, Reg. No. 1,625,649, registration dated December 4, 1990.
3. SHUR-LOCK; trademark registered with USPTO, Reg. No. 2,155,977, registration dated May 12, 1998
4. SINTERMET; Trademark registered with USPTO, Reg. No. 1,693,997, registration dated June 16, 1992
5. SWIM; Trademark registered with USPTO, Reg. No. 1,975,381, registration dated May 21, 1996.