

06-02-2000



101372478

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

05/18/00

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
Effective Date
Month Day Year

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/31/2000 DNGUYEN 00000135 1625653

01 FC=481
02 FC=482

40.00 OP
100.00 OP

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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: 002081 FRAME: 0858

Rep In. Reg. 05/31/2000 DNGUYEN 00000135 1625653
Name/Number: 1625653
FC: 704

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

(412) 394-2560

Name

Stacy Leshock Dee

Address (line 1)

Thorp Reed & Armstrong, LLP

Address (line 2)

One Riverfront Center

Address (line 3)

Pittsburgh, PA 15222

Address (line 4)

Pages

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

#

2

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)

1625653

1693997

1625649

1975381

2155977

Number of Properties

Enter the total number of properties involved.

#

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

200.00

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:

#

20-0888

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, Sinternet, 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 A. Ruckhoff*

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.