

06-09-2000



101376992

5.17.00

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 050500
Month Day Year

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 _____

Citizenship/State of Incorporation/Organization national banking association

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.) \$60.00 CR

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
100.00 OP

06/09/2000 ASKOTT 00000022 1625553
Name/Number 1625553
06/09/2000 ASKOTT 00000022 1625553
Name/Number 1625553
\$60.00 CR

Repln. Ref: 06/09/2000 ASKOTT 00000022 1625553
Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THE 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: 002085 FRAME: 0137

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.

#

3

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)

<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"/>

Registration Number(s)

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

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

PNC Bank, National Association

DBA/AKA/TA

Composed of

Address (line 1)

249 Fifth Avenue

Address (line 2)

One PNC Plaza

Address (line 3)

Pittsburgh

City

PA/USA

State/Country

15222

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization national banking association

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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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 Loan Agreement, dated of even date herewith, by and among the Assignor, Sintermet, Inc., a Pennsylvania corporation, National City Bank of Pennsylvania ("NCB"), PNC Bank, National Association ("PNC") and other financial institutions listed on the signature pages thereof (NCB, PNC and such financial institutions are each a "Bank" and collectively, the "Banks") and National City Bank of Pennsylvania, as agent for the Banks (in such capacity, 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 (for itself and for the benefit of the Banks), 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 (for itself and for the benefit of the Banks) and grant to Assignee (for itself and for the benefit of the Banks) 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 (for itself and for the benefit of the Banks) 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.

[Corporate Seal]

By: *William A. Gasko*

Title: *President*

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.