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

04-11-2001

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

Submission Type

3-27-01

- [ ] New
- [ ] Resubmission (Non-Recordation)
  Document ID #
- [ ] Correction of PTO Error
  Reel # Frame #
- [X] Corrective Document
  Reel # 1844 Frame # 0802

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
  Effective Date Month Day Year: 06 04 1998
- [ ] Merger
- [ ] Change of Name
- [X] Other Correct brief to read "Security Agreement"

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Portec, Inc.

Execution Date Month Day Year: 06 04 1998

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: PNC Bank, National Association

DBA/AKA/TA:

Composed of:

Address (line 1): One PNC Plaza

Address (line 2): 249 5th Avenue

Address (line 3): Pittsburgh (City) PA (State/Country) 15222-2709 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [X] Other National Association
- [ ] 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.)*

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390E

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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01 FC:481 40.00 OP
02 FC:482 350.00 OP

PI-668780 v1 0211015-0327

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: 412 355-6542

Name: James R. Kyper

Address (line 1): Kirkpatrick & Lockhart LLP

Address (line 2): 535 Smithfield Street

Address (line 3): Henry W. Oliver Building

Address (line 4): Pittsburgh, PA 15222

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 13

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

[X] 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)		
74184031			1742733	1734393	1883329
			1403790	0728836	1284992
			1749822	1164202	1281308

Number of Properties

Enter the total number of properties involved. # 15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 390.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

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

Deposit Account Number: # 11-1110

Authorization to charge additional fees: Yes [X] 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.

James R. Kyper — Name of Person Signing

James R. Kyper — Signature

March 26, 2001 — Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

☐ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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

☐ 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

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)		
			1919278		
			1674070		
			1981316		
			1611126		
			1794139		

COLLATERAL ASSIGNMENT OF AND RATIFICATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

THIS COLLATERAL ASSIGNMENT OF AND RATIFICATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (this "Instrument") is entered as of this 4th day of June, 1998 by and between PORTEC, INC., a Delaware corporation, (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, as agent for the Banks (as defined in the hereinafter defined Credit Agreement) (the "Agent"), with an address at One PNC Plaza, 249 5th Avenue, Pittsburgh, Pennsylvania 15222-2709. All terms capitalized but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as hereinafter defined), unless the context otherwise requires.

WHEREAS, J Richard Industries, L.P. (the "Borrower") the Agent and the Lenders have entered into that certain Credit Agreement of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to extend to the Borrower upon the terms and subject to the conditions set forth therein, a term loan and revolving credit facility.

WHEREAS, Assignor has, pursuant to a Guaranty and Suretyship Agreement of even date herewith, guaranteed all of Borrower"s obligations under the Credit Agreement.

WHEREAS, the Assignor is the owner of all right, title and interest in, to and under the intellectual property rights as set forth on the attached Schedule A.

WHEREAS, the Agent and the Assignor have entered into a Security Agreement of even date herewith (as such agreement may be amended from time to time hereafter, the "Security Agreement"), pursuant to which the Assignor granted to the Agent a security interest in certain Collateral (as defined in the Security Agreement) of Assignor, including but not limited to Assignor's General Intangibles (as defined in the Security Agreement) which include, but are not limited to, the intellectual property set forth on Schedule A hereto, as security for the payment or performance of Assignor's Secured Obligations (as defined in the Security Agreement), and pursuant to which the Assignor therein agreed to execute and cause to be filed all such further instruments and documents as Agent may request for preserving the security interest.

WHEREAS, the Agent has requested that the Assignor execute and deliver this Instrument for the purpose of collaterally assigning its interests in, and placing in the public record of the United States Patent and Trademark Office the collateral assignment granted pursuant hereto to the Agent in, certain of the Assignor's Collateral for the benefit of the Banks.

NOW, THEREFORE, in consideration of the foregoing premises, and intending to be legally bound hereby, Assignor and Agent, on behalf of the Banks, hereby agree as follows:

1. Definition of Terms Used Herein. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

2. Assignment and Security Interest. As confirmation of the security interest granted by Assignor under the Security Agreement to secure the complete and timely satisfaction of all Secured Obligations, Assignor hereby ratifies the creation and grant of the security interest in, and further, to secure the complete and timely satisfaction of all Secured Obligations, Assignor does hereby hypothecate (subject to paragraph 6 hereof), as collateral security, to the Agent: (i) the United States patent and patent applications owned by Assignor, all reissue, divisional, continuation, or continuation-in-part patent applications and patents related thereto, and all renewals and extensions thereof and reexamination certificates relating thereto; including, without limitation, all proceeds (such as license royalties or proceeds of infringements suits), and all rights to sue for past, present, and future infringements (collectively called the "Patents"); and (ii) all of Assignor's trademark applications, trademarks (whether registered, unregistered or for which an application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which an application to register has been filed) and tradenames, together with the goodwill of the business related to each of the foregoing; including without limitation all renewals thereof and all proceeds (such as license royalties or proceeds of infringement suits), and all rights to sue for past, present and future infringements (collectively called the "Marks"), and (iii) all of Applicant"s copyrights and registrations and applications therefor, and all renewals and extensions thereof; including, without limitations, all proceeds, such as license royalties or proceeds of infringement suits), and all rights to sue for past, present, and future infringements (collectively called the "Copyrights"). All registered Patents, Marks and Copyrights are and shall be listed on Schedule A.

3. Right to Inspect. Assignor hereby confirms the right of the Agent and its employees and agents to visit Assignor's plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected, stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. Assignor confirms its commitment to do any and all acts required by the Agent to ensure maintenance of quality standards for such products and services. The time and frequency of such inspections shall be consistent with those in Section 8.1 of the Credit Agreement.

4. Future Intellectual Property. If, before the Secured Obligations shall have been satisfied in full, Assignor shall either obtain rights to any invention or become entitled to any rights under or the benefit of any United States or foreign patent application or patent, including any reissue, divisional, continuation, or

continuation-in-part patent applications or reexamination certificates related to any of the Patents or to any improvement on any of the Patents, or shall obtain rights in any United States or foreign trademark, service mark or tradename or any registrations or applications for registration (except intent-to-use applications) thereof, or shall obtain rights in any United States or foreign copyrights or registrations and renewals thereof or renewals or extensions thereof, the provisions of paragraph 2 (except for the Schedule which will contain only registered Patents, Marks and Copyrights) shall automatically apply thereto and Assignor shall give to the Agent prompt notice thereof in writing.

5. Modification by Agent. Assignor authorizes the Agent to modify this Instrument by amending Schedule A to include all federally registered Patents and Marks which hereafter fall within the scope of paragraph 2 or paragraph 4 hereof.

6. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default, as defined in the Credit Agreement, the Assignor shall retain the legal and equitable title to the Patents and the Marks and shall have the right to use the Patents and the Marks in the ordinary course of its business. Assignor agrees, except as provided in the Credit Agreement, not to sell or assign its interest in, or grant any license under the Patents or Marks without the prior written consent of the Agent; provided, however that nothing herein contained shall prohibit the Assignor from failing to continue the prosecution of, maintain, renew or otherwise abandoning any item included in the Marks or the Patents, if in the Assignor's reasonable judgment, the retention of such items is not material to the proper conduct of Assignor's business.

7. Agents Rights and Obligations As Secured Party. If any Event of Default shall have occurred and be continuing under either the Credit Agreement or the Security Agreement, the Agent shall have all those rights and remedies given it under the Security Agreement and those allowed by law.

8. Release of Interest. At such time as Assignor shall completely satisfy all of the Secured Obligations, Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to release its interests in and to the Patents and Marks subject to any disposition thereof which may have been made by the Agent pursuant to the Security Agreement or hereto.

9. Cumulative Rights; Confirmation of Rights and Obligations Under Security Agreement. All of the Agent's rights and remedies with respect to the Patents and Marks, whether established hereby, the Security Agreement or by law shall be cumulative and may be exercised singularly or concurrently. The Assignor hereby ratifies and confirms all of its obligations contained in the Security Agreement and confirms in the Agent for the benefit of the Banks all of the rights granted to the Agent thereunder by the Assignor.

10. Binding Instrument; Assignments. This Instrument, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Assignor shall not be permitted to assign this Instrument or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Agent as Collateral under this Instrument, except as contemplated by the Security Agreement or the Credit Agreement.

11. Governing Law. This Instrument shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, exclusive of its rules on choice of law.

12. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 11.6 of the Credit Agreement in the case of the Assignor or the Agent.

13. Severability. In case any one or more of the provisions contained in this Instrument should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

14. Section Headings. Section headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting, this Instrument.

15. Counterparts. This Instrument may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

WITNESS, the execution hereof.

PORTEC, INC.

By: _____
Name: Marcus J. George
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: James A Fair
Title: VP

Schedule A

Patents and Patent Applications of Portec, Inc.

Country	Title	Reg./App. No.	Date
U.S.	Variable travelling steady for lathe	4,265,150	5/5/81
U.S.	Removable sidewall for a molded spiral chute	5,598,914	02/04/97
U.S.	Sortation table	5,482,152	01/09/96
U.S.	Apparatus and method for use in replacing conveyor belts	5,394,977	03/07/95
U.S.	Apparatus and method for separating recyclable waste	5,234,109	08/10/93
U.S.	Tension controlling and shock absorbing apparatus for an endless conveyor	5,143,207	09/01/92
U.S.	Apparatus and method for separating recyclable waste	5,116,486	05/26/92
U.S.	Chain guide mounting apparatus	5,060,788	10/29/91
U.S.	Loading dock range finding system	4,974,215	11/27/90
U.S.	Attachments for power turns	4,930,621	06/05/90
U.S.	Drive apparatus for belt power turns	4,887,708	12/19/89
U.S.	Braking system for a molded fiberglass spiral chute	4,726,456	02/23/88
U.S.	Wheel and track system	4,723,807	02/09/88
U.S.	Rear travel guidance system	4,524,314	06/18/85
U.S.	Guidance system detector circuit	4,354,235	10/12/82
U.S.	Volcanized Splice for a Belt Conveyor	08/891,856 08/891,855	07/09/97

Trademarks and Trademark Applications of Portec, Inc.

Country	Trademark	Reg./App. No.	Reg./App. Date
U.S.	PORTEC	1,742,733	
U.S.	ANGLE-FLO	1,734,393	
U.S.	CHUTEMASTER	1,883,329	
U.S.	EXTENDER	1,403,790	
U.S.	FLOMASTER	728,836	
U.S.	KNIFE-EDGE	1,284,992	
U.S.	QT	1,749,822	
U.S.	SPIRAL-CURVE	1,164,202	
U.S.	SPIRAL-STAK	1,281,308	
U.S.	STEADY EDDY	1,919,278	
U.S.	STEALTH	1,981,316	
U.S.	DOCKMINDER	1,794,139	
U.S.	MCMRF	1,674,070	
U.S.	PATHFINDER	1,611,126	
U.S.	SORTMASTER	74-184,031	Pending / Published Discontinued

Copyrights of Portec, Inc.

Reg. No.	Reg. Date	Title	Pub. Date
PA-792-115	3/27/96	PV-5: count on Portec	12/20/95
PA-792-116	3/27/96	PV-3: Knife edge belt change	12/20/95
PA-792-117	3/27/96	PV-2: Maintenance training	12/20/95
PA-792-118	3/27/96	PV-1: Product line	12/20/95
PA-801-556	9/30/96	Countec recycling-McMRF, Portec, Inc.	5/1/96
TX-1-208-645	10/17/83	Spiral-Stak	4/15/83
TX-1-208-646	10/17/83	Knife-Edge belt power turn	6/1/84
TX-1-498-414	12/10/84	The Spiral-lift	6/1/84
TX-1-519-496	6/29/84	Flomaster belt power-turns-the new generation	9/1/83
TX-1-519-497	6/29/84	Flomaster extendable conveyor	3/184
TX-1-595-649	6/29/84	In-stock belt power turns: the new generation	12/1/83
TX-1-604-252	5/20/85	Safeglide	1/10/85
TX-1-604-253	5/20/85	Our product line begins where the straight conveyor ends	3/10/83
TX-1-636-722	11/7/84	Owner's manual (belt power turn)	10/1/84
TX-1-648-924	8/30/85	Knife-edge owner's manual	8/1/85
TX-2-467-136	12/22/88	The Standard of quality	3/13/87
TX-3-096-556	5/28/91	Spiral-product installations: product data	12/1/90
TX-3-103-934	6/17/91	Our product line begins where the straight conveyor ends	1/15/91
TX-3-106-519	6/14/91	Applications manual AD-5	8/1/90
TX-3-106-540	6/17/91	Price list: Sept. 1, 1990	9/1/90
TX-3-106-733	6/17/91	The Spiral-Lift owner's manual	11/30/90
TX-3-106-734	6/17/91	Fast Trac belt power turns	1/15/91
TX-3-106-735	6/17/91	Knife-Edge belt power turn	4/15/91
TX-3-106-736	6/17/91	L-series belt power turns	5/15/90
TX-3-107-263	5/15/90	Belt merge conveyors	5/28/91
TX-3-107-264	5/28/91	The Spiral-Lift owner's manual	11/15/90
TX-3-107-265	5/28/91	Flomaster new generation belt power turns	11/15/90
TX-3-108-695	6/17/91	The Spiral-lift: for continuous vertical unit handling	11/15/90
TX-3-111-456	6/17/91	Flomaster Angle-Flo	5/1/91
TX-3-140-557	5/28/91	Spiral-Curve	5/15/90
TX-3-141-163	5/28/91	QT belt power turn	11/15/90
TX-3-159-294	9/27/91	Portec engineering manual	10/1/86
TX-3-160-022	6/17/91	Knife-Edge power turn owner's manual	6/1/89
TX-3-170-509	6/24/91	Vulcanized belts: PD-23	8/30/87
TX-3-170-510	6/24/91	End roll straight conveyor: PD-47	1/15/91
TX-3-170-511	6/24/91	Belt conveyor: PD-12	10/15/89
TX-3-170-512	6/24/91	Knife-edge straight conveyor: PD-49	6/15/90
TX-3-170-513	6/24/91	Tapered return rolls: PD-61	8/5/86
TX-3-170-514	6/24/91	Nose roll conveyor: PD-46	8/15/87
TX-3-170-515	6/24/91	Straight ("C") conveyor: PD-51a	1/15/90
TX-3-189-674	10/31/91	Flomaster new generation belt power turns: [PS-11]	9/23/91
TX-3-218-1	11/14/9	Owner's manual: PS10.	4/15/91