

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



To the Honorable Commissioner of Patent

all documents or copy thereof.

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1. Name of conveying party(ies):

Central Plastics Company (Shawnee, Oklahoma)

- Individual(s)
- General Partnership
- Corporation-State Oklahoma
- Other
- Association
- Limited Partnership

1-18-02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 11, 2001

2. Name and address of receiving party(ies)

Name: Local Oklahoma Bank, N.A.

Internal Address: Attn: Ty S. Downs

Street Address: 3601 N.W. 63rd Street

City: Oklahoma City State: OK Zip: 73116

- Individual(s) citizenship
- Association National Banking Association

General Partnership

Limited Partnership

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/496,962; 75/496,963

B. Trademark Registration No.(s)

1,173,277; 1,323,290; 1,152,402; 2,041,500

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Mark Lovelace, Esq.

Internal Address: Phillips McFall McCaffrey

McVay & Murrah, P.C.

40.00 EP
125.00 GP

Street Address: One Leadership Square, 12th Floor

211 North Robinson

City: Oklahoma City State: OK Zip: 73102

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

J. Mark Lovelace, Esq.

Name of Person Signing

J. Mark Lovelace
Signature

December 11, 2001

Date

Total number of pages including cover sheet, attachments, and document: 10

I hereby certify that this paper or fee is being deposited with the United States Postal Service via first class mail on December 12, 2001 to:
Box Assignment, Director-US Patent and Trademark Office, Washington, D.C. 20231

Amy P. Chavez
Amy P. Chavez

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002430 FRAME: 0462

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Security Agreement") is made and entered into this 11th day of October, 2000, by and between CENTRAL PLASTICS COMPANY, an Oklahoma corporation ("Debtor"), and LOCAL OKLAHOMA BANK, N.A., ("Secured Party").

RECITALS:

WHEREAS, pursuant to a Loan Agreement of even date herewith, Secured Party has agreed to make certain loans ("Loans") to Debtor; and

WHEREAS, the Loans are evidenced by the following promissory notes: (i) a Revolving Promissory Note in the principal amount of \$10,000,000.00; (ii) a Real Property Note in the amount of \$6,000,000.00; (iii) a First Equipment Note in the amount of \$16,000,000.00; and (iv) a Second Equipment Note in the amount of \$3,000,000.00, all executed by Debtor in favor of Secured Party (collectively the "Notes"), as the same may be renewed, amended or extended from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All terms defined in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Copyrights" means United States and all other foreign copyrights and copyright applications, including, without limitation, the copyrights and applications described and claimed in the Loan Agreement and listed on attached Exhibit "A", if any, and the renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and all copyrights and copyright applications, including, without limitation, damages and payments for past and future infringements thereof.

"Licenses" means United States and all other foreign license agreements in which the Assignor is or becomes licensed to use a patent, trademark, copyright or the know-how of any other person, including, without limitation, the license agreements described and claimed in the Loan Agreement and listed on attached Exhibit "A", if any.

"Obligations" means the Notes; all obligations and liabilities of Debtor, of whatsoever kind or nature and howsoever evidenced, now or hereafter owed by Debtor to Secured Party under this Security Agreement, the Loan Agreement and the other Loan Documents, whether matured, unmatured,

direct, indirect or contingent; all fees and expenses (excluding legal fees) incurred by Secured Party in connection with amending, supplementing and continuing this Security Agreement in accordance with the Loan Agreement, provided, however, that in the event any legal fees are incurred by Secured Party in connection with an amendment, supplement or continuation of this Security Agreement or the perfection of the security interests granted under this Security Agreement made at the request of, or due to the actions of Debtor, Debtor shall also pay such legal fees as are reasonably incurred by Secured Party; all fees and expenses incurred by Secured Party in connection with enforcing this Security Agreement in accordance with the Loan Agreement; and any and all other obligations of whatsoever kind or nature and howsoever evidenced, now or hereafter owed by Debtor to Secured Party, whether matured or unmatured, direct, indirect or contingent.

“Patents” means United States and all other foreign patents and patent applications, including, without limitation, the patents and patent applications described and claimed in the Loan Agreement and listed on attached Exhibit “A”, if any, and the reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign patents and patent applications, including, without limitation, damages and payments for past and future infringements thereof.

“Trademarks” means United States and all other foreign trademarks, service marks, trademark registrations, trade names, and trademark applications, including, without limitation, the trademarks, trademark registrations, trade names and applications described and claimed in the Loan Agreement and listed on attached Exhibit “A”, if any, and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and all trademarks, trademark registrations, trade names, service marks and trademark applications, including, without limitation, damages and payments for past and future infringements thereof against third parties, and the goodwill of the Assignor’s business connected with and symbolized by the Trademarks.

“Security Interest” has the meaning given in paragraph 2.

2. Security Interest. Debtor hereby irrevocably grants to Secured Party a security interest with power of sale to the extent permitted by law (the “Security Interest”) in the Copyrights, Licenses, Patents and Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. Debtor hereby represents, warrants and agrees as follows:

(a) *Copyrights, Licenses, Patents and Trademarks.* Exhibit “A” accurately lists all Copyrights, Licenses, Patents and Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Copyrights, Licenses, Patents and Trademarks as of the date hereof.

(b) *Title.* Debtor (i) has absolute title to each of the Copyrights, Licenses, Patents and Trademarks listed on Exhibit "A" free and clear of all security interests, liens and encumbrances, except the Security Interest, (ii) will have, at the time Debtor acquires any rights in Copyrights, Licenses, Patents and Trademarks hereafter arising, absolute title to each such Copyright, License, Patent and Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest (iii) will keep all Copyrights, Licenses, Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(c) *No Sale.* Debtor will not sell or otherwise dispose of the Copyrights, Licenses, Patents and Trademarks or any interest therein without Secured Party's prior written consent.

(d) *Defense.* Debtor will at its own expense protect and defend the Copyrights, Licenses, Patents and Trademarks against all claims or demands of all persons other than Secured Party.

(e) *Maintenance.* Debtor will at its own expense maintain the Copyrights, Licenses, Patents and Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. Debtor understands that for all Patents filed after December 11, 1980, maintenance fees are due 3-1/2, 7-1/2 and 11-1/2 years after the grant of each such Patent. Debtor further covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent without first providing Secured Party: (i) sufficient written notice to Secured Party and Secured Party, as provided in the Loan Agreement, to allow Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities should such be necessary or desirable.

(f) *Secured Party's Right to Take Action.* If Debtor fails to perform or observe any of its covenants or agreements set forth in Section 3(d) and if such failure continues for a period of ten calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in Section 3(e), immediately upon the occurrence of such failure, without notice or lapse of time), Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure.

(g) *Costs and Expenses.* Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's taking action under Section 3(f) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations.

(h) Power of Attorney. To facilitate Secured Party's taking action under Section 3(f) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, after an Event of Default, to (a) enforce or use the Patents, (b) grant or issue any exclusive or non-exclusive license under the Patents to any third party, or (c) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

4. Debtor's Use of the Copyrights, Licenses, Patents and Trademarks. Debtor shall be permitted to control and manage the Copyrights, Licenses, Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Copyrights, Licenses, Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Security Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Security Agreement (herein called "Event of Default"): (a) an Event of Default shall occur under the Loan Agreement; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it.

6. Remedies. Upon occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Loan Agreement, this Security Agreement or the other Loan Documents.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Copyrights, Licenses, Patents and Trademarks.

(c) Secured Party may enforce the Copyrights, Licenses, Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

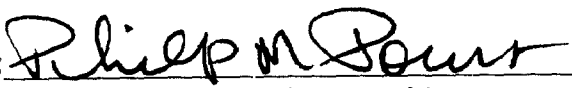
7. Miscellaneous. This Security Agreement has been duly and validly authorized by all necessary corporate action. This Security Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may

be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Copyrights, Licenses, Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Copyrights, Licenses, Patents and Trademarks in any particular order of application. This Security Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Security Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Security Agreement shall not effect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Security Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Security Agreement shall be governed by the internal laws of the State of Oklahoma without regard to conflicts of law provisions. If any provision or application of this Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Security Agreement shall survive the execution, delivery and performance of this Security Agreement and the creation and payment of the Obligations.

IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the day and year first above written.

DEBTOR:

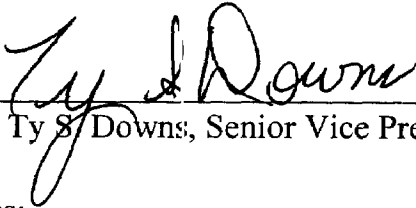
CENTRAL PLASTICS COMPANY,
an Oklahoma corporation

By: 
Phillip M. Pourchot, President

Address:
1901 W. Independence
P. O. Box 3129
Shawnee, Oklahoma 74801

SECURED PARTY:

LOCAL OKLAHOMA BANK, N.A.

By: 
Ty S. Downs, Senior Vice President

Address:
3601 NW 63rd Street
Oklahoma City, OK 73116

Exhibit "A"

**CENTRAL PLASTICS COMPANY
PATENTS**

<u>PATENT NO.</u>	<u>DATE</u>	<u>TITLE</u>
4,343,518	August 10, 1982	Rod Guide Apparatus
4,602,148	July 22, 1986	Thermoplastic Fitting Electric Heat Welding Method And Apparatus
4,631,107	December 23, 1986	Thermoplastic Fitting Electric Heat Welding Method And Apparatus
4,642,155	February 10, 1987	Thermoplastic Fitting Electric Heat Welding Method And Apparatus
4,663,794	May 12, 1987	Plastic Pipe Scraper
4,684,789	August 4, 1987	Thermoplastic Fitting Electric Heat Welding Method And Apparatus
4,708,527	November 24, 1987	Plastic Pipe Protector And Method of Covering A Pipe With Same
4,713,129	December 15, 1987	Plastic Pipe Protector And Method of Covering A Pipe With Same
4,894,521	January 16, 1990	Electric Heating Element For Fusing Thermoplastic Materials
4,978,837	December 18, 1990	Method And Apparatus For Electrically Heat Welding Thermoplastic Fittings
5,252,157	October 12, 1993	Electrothermal Fusion Of Large Diameter Pipes By Electric Heating Wire Wrapping and Sleeve Connector
5,476,562	December 19, 1995	Large Diameter Electrically Fusible Pipe Methods
5,798,021	August 25, 1998	Clamping Apparatus For An Electrofusion Joint
5,895,543	April 20, 1999	Clamping Apparatus For An Electrofusion Joint
5,988,689	November 23, 1999	Heat-Shrinkable Electrofusion Fittings And Methods
5,988,692	November 23, 1999	Metal To Plastic Pipe Transition Fitting

CENTRAL PLASTICS COMPANY
Patents Purchased From The
RAYCHEM CORPORATION

<u>PATENT NO.</u>	<u>DATE</u>	<u>TITLE</u>
4,570,055	February 11, 1985	Electrically Heat-Recoverable Assembly
4,575,618	March 11, 1986	Switch Unit For Use With Heat-Recoverable Articles
4,775,501	October 4, 1988	Heat Recoverable Article Comprising Conductive Polymer Compositions
4,853,165	August 1, 1989	Method Of Using Heat Recoverable Articles Comprising Conductive Polymer Compositions
4,921,648	May 1, 1990	Method Of Joining An Article Comprising A Conductive Polymer Composition To A Polymeric Substrate
4,931,116	June 5, 1990	Heat Recoverable Coupler
4,938,820	July 3, 1990	Joining Of Sheets
5,030,487	July 9, 1991	Heat Recoverable Article Comprising Conductive Polymer Compositions
5,286,952	February 15, 1994	Methods And Devices Which Make Use Of Conductive Polymers To Join Articles
5,403,993	April 4, 1995	Electrical Heating Tape