

05-28-2002

ET

Docket No.:

014951/0249



Y

Tab settings

102103947

To the Honorable Commissioner of Patents attached original documents or copy thereof.

1. Name of conveying party(ies):

CHARLES EVANS & ASSOCIATES

5-10-02

- Individual(s)
- General Partnership
- Corporation-State CALIFORNIA
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: NOVEMBER 21, 2000

2. Name and address of receiving party(ies):

Name: ABLECO FINANCE LLC, As Collateral Agent

Internal Address:

Street Address: 450 PARK AVENUE

City: NEW YORK State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other DELAWARE LIMITED LIABILITY CO.

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75/810,309

B. Trademark Registration No.(s)

1,922,670 2,261,902 2,135,922

Additional numbers Yes No

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

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 919 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL - 500675

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.

05/24/2002 BTW11 00000115 500675 75810309
PAUL A. JUERGENSEN

01 FC:461 Name of Person Signing
02 FC:482 75.00 CH

Paul A. Juergensen
Signature

MAY 9, 2002

Date

Total number of pages including cover sheet, attachments, and 4

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, CHARLES EVANS & ASSOCIATES (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated as of November __, 2000 (the "Security Agreement") in favor of ABLECO FINANCE LLC, as collateral agent for certain lenders (the "Assignee");

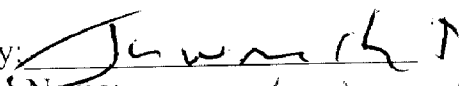
WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of such lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Assignee with respect to the Collateral 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 herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2000.

CHARLES EVANS & ASSOCIATES

By: 
Name: Joseph W. McLaughlin
Title: J.P. & Asst. Manager

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 21st day of November, 2000, before me personally came Joseph W. McHugh, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the V.P. of Charles Evans & Associates, a _____ corporation, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Tracey F. Dilli

TRACEY F. DILLON
Notary Public, State of New York
No. 01DI5036359
Qualified in Kings County
Certified in New York County
Commission Expires Nov. 21, 2002

SCHEDULE 1A

TRADEMARKS
AND
TRADEMARK LICENSES

Charles Evans & Associates

MARK	SERIAL NO.	FILING DATE	REGISTRATION NO. & ISSUE DATE	CLASS/SERVICES
CEA	75/256,524	3/13/97	2,135,922 2/10/98	<u>Class 41</u> – tutorials and seminars regarding surface analytical techniques
CEA	75/256,550	3/13/97	2,261,902 7/20/99	<u>Class 42</u> – chemical analysis devices in the field of surface characterization
Charles Evans & Associates	74-553458	7/25/94	1,922,670 9/25/95	<u>Class 42</u>
EVANS ON-SITE	75/810,309	10/20/99	Pending	<u>Class 35</u> – operation of analytical laboratories at the sites of others and contract management related thereto