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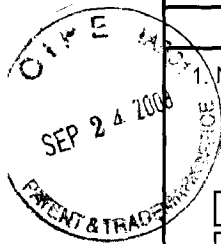
Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

103527195

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):

RPM Industries, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 09/11/2008

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, N.A.

Internal Address: Four Gateway Center

Street Address: 444 Liberty Avenue, Suite 1400

City: Pittsburgh State: PA Zip: 15222

- Individual(s) citizenship \_\_\_\_\_
- 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) 76/665,162

B. Trademark Registration No.(s) 2,065,064

3,349,044

Additional number(s) attached  Yes  No

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

Name: Melissa A. Kistorick, Paralegal

Internal Address: \_\_\_\_\_

Street Address: Thorp Reed & Armstrong, LLP

One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Jenifer S. Tarasi, Esquire

Name of Person Signing

*Jenifer S. Tarasi*  
Signature

Sept. 23, 2008  
Date

Total number of pages including cover sheet, attachments, and document: 23

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

TRADEMARK  
REEL: 003861 FRAME: 0412

# PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patent, Trademark and Copyright Security Agreement (the "IP Security Agreement"), dated the 11<sup>th</sup> day of September, 2008, made by RPM INDUSTRIES, INC., a Delaware corporation ("RPM INC"), and RPM INDUSTRIES, LLC, a Delaware limited liability company ("RPM LLC") (RPM INC and RPM LLC are each a "Grantor" and collectively, the "Grantors"), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

## WITNESSETH:

WHEREAS, pursuant to that certain (i) Credit Agreement, dated of even date herewith, by and among Grantors and Bank (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), and (ii) Security Agreement, dated of even date herewith, by and among Grantors and Bank (as amended, modified, supplemented or restated from time to time, the "Security Agreement"), Bank has agreed to extend credit to Borrower, and Grantors have agreed, among other things, to grant to Bank a security interest in certain of their assets, including, without limitation, their patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this IP Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantors agrees as follows:

1. Incorporation of the Credit Agreement and the Security Agreement. The Credit Agreement and the Security Agreement are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to Bank a lien in all of such Grantor's right, title and interest in and to all of such Grantor's now owned or existing and filed and hereafter acquired or arising and filed patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Licenses. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to Bank a lien in all of such Grantor's right, title and interest in and to all of such Grantor's license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter collectively referred to as the "Licenses").

4. Security Interest in Trademarks and Related Goodwill. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to Bank a lien in all of such Grantor's right, title and interest in and to all of such Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule C, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of such Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

5. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to Bank a lien in all of such Grantor's right, title and interest in and to all of such Grantor's now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, listed on Schedule D, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

6. Restrictions on Future Security Interests. Each Grantor agrees that until the Obligations shall have been satisfied in full and Bank has received written notice from Grantors of the termination of this IP Security Agreement, neither Grantor shall, without Bank's prior written consent, enter into any agreement relating to the Patents, Licenses, Trademarks or Copyrights, and each Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to Bank under this IP Security Agreement.

7. New Patents, Licenses, Trademarks and Copyrights. Each Grantor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of such Grantor listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, Trademarks and

Copyrights now owned by such Grantor necessary to own and operate its property and to carry on its business as presently conducted and as presently planned to be conducted without conflict with the rights of others. Each Grantor hereby further authorizes Bank as its attorney-in-fact to modify this IP Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this IP Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. Each Grantor represents and warrants to and agrees with Bank that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D is valid and enforceable;

(iii) Each Grantor is the owner of the Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this IP Security Agreement according to its terms;

(iv) This IP Security Agreement does not violate and is not in contravention of any other agreement to which any Grantor is a party or any judgment or decree by which any Grantor is bound and does not require any consent under any other agreement to which any Grantor is a party or by which any Grantor is bound. Each Grantor hereby authorizes the Patent and Trademark Office and the Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to Bank following the occurrence of an Event of Default as the grantee of the pledge of such Grantor's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all liens of any kind, including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. Each Grantor hereby agrees that the use by Bank of all Patents, Licenses, Trademarks and Copyrights of such Grantor as described above shall be worldwide and without any liability for royalties or other related charges from Bank to such Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder, or (ii) the Obligations shall have been satisfied in full and Bank has received written notice from Grantors of the termination of this IP Security Agreement.

10. Continuing Validity of Debt. The agreements and obligations of each Grantor hereunder are continuing agreements and obligations, and are absolute and unconditional

irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Security Agreement, any of the other Loan Documents (as defined in the Credit Agreement) or any other instrument or instruments now or hereafter evidencing the Obligations or any other agreement or agreements now or hereafter entered into by Bank and any Grantor pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of any instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to Borrower, (iv) any amendment to or modification of the terms of any instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by Bank and Borrower pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against Borrower, (vii) any dissolution, liquidation or termination of Borrower for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of Borrower hereunder, would or might otherwise be released or discharged. Grantors hereby waive notice of the acceptance of this IP Security Agreement by Bank.

11. Duties of Grantors. Except as may be otherwise agreed to by Bank, each Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by such Grantor and any trademark or service mark application or copyright application made by such Grantor pending as of the date hereof or thereafter until the Obligations shall have been satisfied in full and Bank has received written notice from Grantors of the termination of this IP Security Agreement, (ii) make application on unpatented but patentable inventions, on trademarks, service marks and on copyrights, as appropriate, (iii) preserve and maintain all of such Grantor's rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, and (iv) take all reasonable steps necessary to ensure that the Patents, Trademarks and Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by Grantors. Neither Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright without the consent of Bank.

12. Financing Statements; Documents. Each Grantor hereby authorizes Bank to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable law in form satisfactory to Bank and will pay the costs of filing and/or recording this IP Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Bank. Each Grantor will execute and deliver to Bank from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional IP Security Agreements to be filed with the

United States Patent and Trademark Office or Copyright Office, as Bank may require for the purpose of confirming Bank's security interest in the Patents, Trademarks and Copyrights.

13. Rights of Grantors and/or Bank to Sue. Each Grantor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of such Grantor with or without Bank's participation. If requested by any Grantor, Bank shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. Each Grantor shall have the same rights, if any, as such Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of such Grantor, and any licenses thereunder, and, if Bank shall commence any such suit, such Grantor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Grantors shall promptly, upon demand and as part of the Debt, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this IP Security Agreement, upon payment in full of the Obligations and receipt by Bank of written notice from Grantors of the termination of this IP Security Agreement, this IP Security Agreement shall terminate and be of no further force and effect and at the request of Grantors, Bank shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this IP Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that no Grantor may assign this IP Security Agreement or any of its rights under this IP Security Agreement or delegate any of its duties or obligations under this IP Security Agreement and any such attempted assignment or delegation shall be null and void. This IP Security Agreement is not intended and shall not be construed to obligate Bank to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of Grantors.

15. Waivers. No course of dealing among any Grantor and Bank nor any failure to exercise nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Credit Agreement or the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this IP Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this IP Security Agreement in any jurisdiction.

17. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of Bank's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Credit Agreement, the Security Agreement or the other Loan Documents (as defined in the Credit Agreement), or by any other agreements or by applicable

law shall be cumulative and may be exercised singularly or concurrently. Grantors acknowledge and agree that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit Agreement, the Security Agreement or any other Loan Document (as defined in the Credit Agreement), but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This IP Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Bank and its successors and assigns.

20. Governing law. This IP Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. Statute of Limitations. Until all Obligations shall have been paid in full and all commitments by Bank to extend credit to Borrower have been terminated, the power of sale or other disposition and all other rights, powers, privileges and remedies granted to Bank hereunder shall, to the extent permitted by applicable law, continue to exist and may be exercised by Bank at any time and from time to time irrespective of the fact that the Obligations or any part thereof may have become barred by any statute of limitations, or that the personal liability of Borrower may have ceased, unless such liability shall have ceased due to the payment in full of all Obligations secured hereunder.

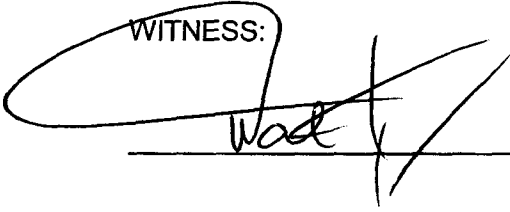
22. Costs, Expenses and Attorneys' Fees. Grantors shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel), expended or incurred by Bank in connection with (a) the perfection and preservation of the Patents, Licenses, Trademarks and Copyrights or Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this IP Security Agreement, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Borrower or in any way affecting any of the Patents, Licenses, Trademarks or Copyrights or Bank's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Grantors with interest from the date of demand until paid in full at a rate per annum equal to the greater of ten percent (10%) or Bank's Prime Rate in effect from time to time.

23. Notices. All notices, statements, requests and demands and other communications given to or made upon Grantors, or Bank in accordance with the provisions of this IP Security Agreement shall be given or made as provided in Section 8.2 of the Credit Agreement.


[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, undersigned have executed and delivered this IP Security Agreement on the day and year written above.

WITNESS:

  
\_\_\_\_\_

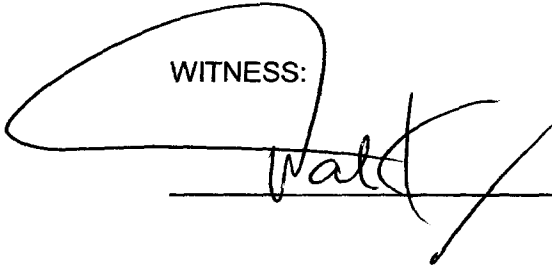
RPM INDUSTRIES, INC.

By:  (SEAL)

Name: John K. Apostolides

Title: President and CEO

WITNESS:

  
\_\_\_\_\_

RPM INDUSTRIES, LLC

By:  (SEAL)

Name: John K. Apostolides

Title: President and CEO



ACKNOWLEDGMENT

STATE/Commonwealth of Pennsylvania  
COUNTY OF Allegheny

)  
) SS:  
)

On this, the 11<sup>th</sup> day of September, 2008, before me, a Notary Public, the undersigned officer, personally appeared John V. Apostolides, who acknowledged himself/herself to be the ~~President and~~ CEO of RPM Industries, Inc., a Delaware corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as such officer on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kimberly D. Yost, Notary Public  
Moon Twp., Allegheny County  
My Commission Expires Mar. 28, 2009  
Member, Pennsylvania Association of Notaries

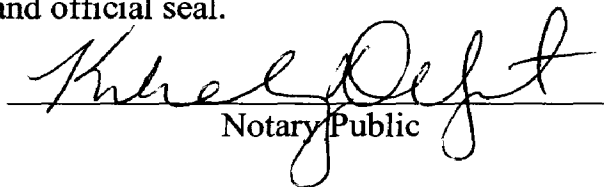
**FORM OF ACKNOWLEDGEMENT BY  
AN ATTORNEY AT LAW**

Commonwealth of Pennsylvania

County of Allegheny

On this, the 11<sup>th</sup> day of September, 2008, before me Kimberly D. Yost, Notary Public, the undersigned officer, personally appeared Matthew R. D'Ascenzo, known to me to be a member of the bar of the highest court of said state, Supreme Court ID Number 84153, and certified that he was personally present when John Apostolides whose name is subscribed to the said instrument; and that said person acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public

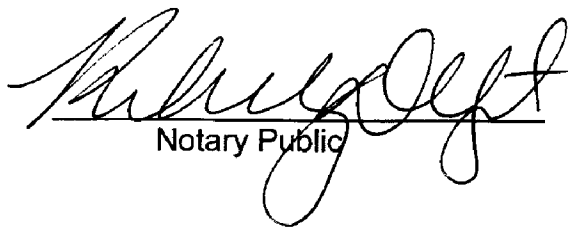
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kimberly D. Yost, Notary Public  
Moon Twp., Allegheny County  
My Commission Expires Mar. 28, 2009  
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

STATE/Commonwealth of Pennsylvania )  
 )  
COUNTY OF Allegheny ) SS:

On this, the 11<sup>th</sup> day of September, 2008, before me, a Notary Public, the undersigned officer, personally appeared John K. Apostolides, who acknowledged himself/herself to be the President and CEO of RPM Industries, LLC, a Delaware limited liability company (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as such officer on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Kimberly D. Yost, Notary Public  
Moon Twp., Allegheny County  
My Commission Expires Mar. 28, 2009

Member, Pennsylvania Association of Notaries

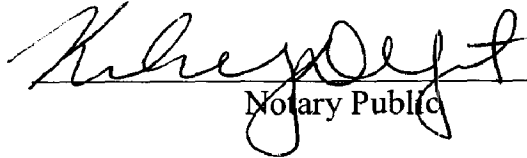
**FORM OF ACKNOWLEDGEMENT BY  
AN ATTORNEY AT LAW**

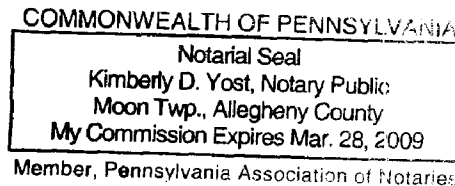
Commonwealth of Pennsylvania

County of Allegheny

On this, the 11<sup>th</sup> day of September, 2008, before me Kimberly D. Yost, Notary Public, the undersigned officer, personally appeared Matthew R. D'Ascenzo, known to me to be a member of the bar of the highest court of said state, Supreme Court ID Number 84153, and certified that he was personally present when John Apostolides whose name is subscribed to the said instrument; and that said person acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public



## Schedule A

### PATENTS

#### Pending Patent Applications:

1. Vehicle Fluid Change Apparatus and Method  
Jurisdiction: Patent Cooperative Treaty  
Serial Number: US 02/02415  
Filing Date: 1/29/02  
Status: Converted into CN, EP, JP and KR national applications
2. Vehicle Fluid Change Apparatus and Method  
Jurisdiction: China  
Serial Number: 02800206.7  
Filing Date: 1/29/02  
Status: Response to reexamination notification filed 6/16/08
3. Vehicle Fluid Change Apparatus and Method  
Jurisdiction: China  
Serial Number: 200510059116.3  
Filing Date: 1/29/02  
Status: Awaiting CPO action
4. Vehicle Fluid Change Apparatus and Method  
Jurisdiction: China  
Serial Number: 200810110245.4  
Filing Date: 1/29/02  
Status: Examination requested 9/5/08; Power of Attorney due 10/23/08
5. Vehicle Fluid Change Apparatus and Method  
Jurisdiction: European Patent Convention  
Serial Number: 02702089.0  
Filing Date: 1/29/02  
Status: Awaiting EPO action; Annuity fee due 1/29/09
6. Vehicle Fluid Change Apparatus and Method  
Jurisdiction: Japan  
Serial Number: 2002-561204  
Filing Date: 1/29/02  
Status: Response to office action filed 8/7/08
7. Vehicle Fluid Change Apparatus and Method  
Jurisdiction: Korea  
Serial Number: 10-2002-7012925

Filing Date: 1/29/02

Status: Response to office action filed 8/21/08

8. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: United States  
Serial Number: 11/594,325  
Filing Date: 11/8/06  
Status: Response to office action filed 6/9/08
9. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: Patent Cooperative Treaty  
Serial Number: US 04/20639  
Filing Date: 6/28/04  
Status: Nationalized in CN, EPO, JP, KR; International Search Report and Written Opinion issued for application
10. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: China  
Serial Number: 2004-80022896.8  
Filing Date: 6/28/04  
Status: Awaiting CPO action
11. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: European Patent Convention  
Serial Number: 04777163.9  
Filing Date: 6/28/04  
Status: Awaiting EPO action; annuity fee due 6/28/09
12. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: Japan  
Serial Number: 2006-5180690  
Filing Date: 6/28/04  
Status: Awaiting JPO action
13. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: Korea  
Serial Number: 10-2005-7025265  
Filing Date: 12/29/05  
Status: Request for examination due for filing with KPO by 6/28/09

14. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: United States  
Serial Number: 10/820,551  
Filing Date: 4/8/04  
Status: Response due 10/22/08; Notice of Appeal/Request for Continued Examination due 1/22/09
15. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: Patent Cooperative Treaty  
Serial Number: PCT/US 05/11403  
Filing Date: 4/6/05  
Status: Nationalization underway in CA, CN, EP, JP, KR
16. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: Canada  
Serial Number: 2,561,747  
Filing Date: 4/6/05  
Status: Annuity fee due 4/6/09; request for examination of application due by 4/6/10
17. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: China  
Serial Number: PCT/US 05/11403  
Filing Date: 4/6/05  
Status: Awaiting CPO action
18. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: European Patent Convention  
Serial Number: 05735431.8  
Filing Date: 4/6/05  
Status: Response to office action due 10/12/08; Annuity fee due 4/6/09
19. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: Japan  
Serial Number: 2007-507411  
Filing Date: 4/6/05  
Status: Awaiting JPO action; Examination requested 3/24/08
20. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes

Jurisdiction: Korea  
Serial Number: 10-2006-7023353  
Filing Date: 4/6/05  
Status: Request for examination of application due by 4/6/10

21. Time Stamp Oil Change and Diagnosis  
Jurisdiction: Patent Cooperative Treaty  
Serial Number: US 03/29462  
Filing Date: 9/23/03  
Status: Converted into CN, EP, JP and KR national applications
22. Time Stamp Oil Change and Diagnosis  
Jurisdiction: European Patent Convention  
Serial Number: 03752487.3  
Filing Date: 9/22/03  
Status: Awaiting EPO action; annuity fee due 9/22/09
23. Time Stamp Oil Change and Diagnosis  
Jurisdiction: Japan  
Serial Number: 2004-540115  
Filing Date: 9/22/03  
Status: Response to office action due 11/4/08
24. Time Stamp Oil Change and Diagnosis  
Jurisdiction: Korea  
Serial Number: 10-2005-7004989  
Filing Date: 9/22/03  
Status: Examination requested 7/25/08
25. Service Operation Data Processing using Checklist Functionality in association with Inspected Items  
Jurisdiction: United States  
Serial Number: 10/666,463  
Filing Date: 9/19/03  
Status: Response to office action due 9/16/08
26. Service Operation Data Processing using Checklist Functionality in association with Inspected Items  
Jurisdiction: Patent Cooperative Treaty  
Serial Number: PCT/US 04/30183  
Filing Date: 9/16/04  
Status: Nationalized in EPO and CA
27. Service Operation Data Processing using Checklist Functionality in association with Inspected Items  
Jurisdiction: Canada



Serial Number: 2,539,179

Filing Date: 9/16/04

Status: Annuity fee due 9/16/08; request for examination due for filing with CIPO by 9/16/09

28. Service Operation Data Processing using Checklist Functionality in association with Inspected Items  
Jurisdiction: European Patent Convention  
Serial Number: 04788765.8  
Filing Date: 9/16/04  
Status: Annuity fee due 9/16/09; awaiting EPO action

Issued Patents:

1. Method and Apparatus for Engine Oil Replacement  
Jurisdiction: United States  
Patent Number: 5,957,240  
Serial Number: 08/908,734  
Filing Date: 8/7/97  
Issued: 9/28/99  
Status: Maintenance fee due 9/28/11
2. Portable Fluid Transfer  
Jurisdiction: United States  
Patent Number: 6,216,732  
Serial Number: 09/435,375  
Filing Date: 5/11/99  
Issued: 4/17/01  
Status: Maintenance fee due 4/17/09
3. Vehicle Fluid Change Apparatus and Method  
Jurisdiction: United States  
Patent Number: 6,708,710  
Serial Number: 09/772,604  
Filing Date: 1/30/01  
Issued: 3/23/04  
Status: Maintenance fee due on 3/23/12
4. Methods and Systems for Performing, Monitoring and Analyzing Multiple Machine Fluid Processes  
Jurisdiction: United States  
Patent Number: 7,150,286  
Serial Number: 10/612,205  
Filing Date: 7/2/03  
Issued: 12/19/06  
Status: Maintenance fee due on 12/19/10

5. Vehicle Fluid Change Apparatus and Method  
Jurisdiction: United States  
Patent Number: 6,941,969  
Serial Number: 10/414,360  
Filing Date: 4/15/03  
Issued: 9/13/05  
Status: Maintenance fee due on 9/13/09
6. Portable Fluid Transfer  
Jurisdiction: United States  
Patent Number: 6,561,219  
Serial Number: 09/836,610  
Filing Date: 4/16/01  
Issued: 5/13/03  
Status: Maintenance fee due on 5/13/11
7. Portable Fluid Transfer  
Jurisdiction: United States  
Patent Number: 6,988,506  
Serial Number: 10/347,958  
Filing Date: 1/21/03  
Issued: 1/24/06  
Status: Maintenance fee due on 1/24/10
8. Time Stamp Oil Change and Diagnosis  
Jurisdiction: United States  
Patent Number: 6,853,954  
Serial Number: 10/253,950  
Filing Date: 9/24/02  
Issued: 2/8/05  
Status: Maintenance fee due on 2/8/13
9. Time Stamp Oil Change and Diagnosis  
Jurisdiction: China  
Patent Number: ZL03822611.1  
Serial Number: 03822611.1  
Filing Date: 9/22/03  
Issued: 5/22/08  
Status: Annuity fee due 9/22/09
10. Multistage Pre-Lubricant Pump  
Jurisdiction: United States  
Patent Number: 4,834,039  
Serial Number: 07/218,949  
Filing Date: 7/13/88

Issued: 5/30/89

Status: Maintenance fees are up-to-date

11. Bypass Timer Circuit  
Jurisdiction: United States  
Patent Number: 5,699,764  
Serial Number: 08/583,977  
Filing Date: 1/11/96  
Issued: 12/23/97  
Status: Maintenance fees are up-to-date
12. Improved Pump Assembly  
Jurisdiction: United States  
Patent Number: 6,461,118  
Serial Number: 08/896,779  
Filing Date: 7/18/97  
Issued: 10/8/02  
Status: Maintenance fees are up-to-date
13. Internal Vent for Reducing Seal Pressure in Prelubrication Pump Assembly  
Jurisdiction: United States  
Patent Number: 6,544,008  
Serial Number: 09/670,706  
Filing Date: 9/27/00  
Issued: 4/8/03  
Status: Maintenance fees are up-to-date
14. Engine Prelubrication Pump Assembly  
Jurisdiction: United States  
Patent Number: 1,328,729  
Patent Application Number: 01 973 587.7-2315  
Filing Date: 9/27/01  
Issued: 6/13/07  
Status: Maintenance fees are up-to-date
15. Vent for Reducing Seal Pressure in Pump Assembly  
Jurisdiction: United States  
Patent Number: 7,137,789  
Serial Number: 10/408,596  
Filing Date: 4/7/03  
Issued: 11/21/06  
Status: Maintenance fees are up-to-date

**Schedule B**

**LICENSE AGREEMENTS**

None.

## Schedule C

### TRADEMARKS

1. PROTECTION FROM THE START  
Jurisdiction: United States  
Serial Number: 75/120,996  
Filing Date: 6/18/96  
Registration Date: 5/27/97  
Registration Number: 2,065,064  
Status: Renewal due 5/27/17
2. GET ON BOARD  
Jurisdiction: United States  
Serial Number: 76/652,997  
Filing Date: 1/5/06  
Registration Date: 12/4/07  
Registration Number: 3,349,044  
Status: Section 8 and 15 due 12/4/12 – 12/4/13
3. TURBOCHARGED PM  
Jurisdiction: United States  
Status: Unfiled
4. MULTIVAC  
Jurisdiction: United States  
Serial Number: 76/665,162  
Filing Date: 8/28/06  
Status: Opposition pending
5. MULTIVAC  
Jurisdiction: Canada  
Serial Number: 1,336,358  
Filing Date: 2/1/07  
Status: Response to office action filed 7/23/08; awaiting further action
6. MULTIVAC  
Jurisdiction: China  
Serial Number: 5925178  
Filing Date: 2/26/07  
Status: Response filed 3/19/08; awaiting further action
7. MULTIVAC  
Jurisdiction: Japan  
Serial Number: 15635/2007

Filing Date: 2/23/07  
Registration Date: 6/13/08  
Registration Number: 5141140  
Status: Renewal due 6/13/18

8. MULTIVAC  
Jurisdiction: European Community  
Serial Number: 005708649  
Filing Date: 2/22/07  
Status: Opposition pending; cooling off period to expire 11/30/09

9. MULTIVAC  
Jurisdiction: Korea  
Serial Number: 2007-10009  
Filing Date: 2/22/07  
Registration Date: 6/16/08  
Registration Number: 400750239000  
Status: Renewal due 6/16/18

**Schedule D**  
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None.