

04-14-2000

FORM PTO-1595
(Rev. 6-83)
OMB No. 0651-0011 (exp. 4/94)

RECORD



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

P/ 101320789

Tab settings 0 0 0

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

1. Name of conveying party(ies):
KEY BANK OF MAINE
now known as KEYBANK NATIONAL ASSOCIATION
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: KEY CORPORATE CAPITAL INC.
Internal Address: SAME

3. Nature of conveyance:
 Assignment (see attached) Merger
 Security Agreement Change of Name
 Other _____
Execution Date: December 8, 1998

3-13-00
Street Address: One Canal Plaza
City: Portland State: ME ZIP: 04101-4035
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) B. Patent No.(s)
5,348,663
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lawrence R. Clough, Esq.
Internal Address: Three Canal Plaza
Portland, ME 04101
Street Address: P.O. Box 15060
City: Portland State: ME ZIP: 04112-5060
04/14/2000 DNGUYEN 00000144 5348663

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

01 FC:581 40.00 OP 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.
Lawrence R. Clough, Esq. Signature Date 3/7/00
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

PATENT
REEL: 010676 FRAME: 0774

SUPPLEMENTAL ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT it, **KEYBANK NATIONAL ASSOCIATION**, a national bank formerly known as "KEY BANK OF MAINE" with a mailing address of One Canal Plaza, Portland, Maine 04101 ("KeyBank"), holder of the following loan documents given to KeyBank by **HOWELL LABORATORIES, INC.**, a Maine corporation (the "Borrower"), **HLI HOLDINGS, INC.**, a Maine corporation and other parties as identified below,

In consideration of one dollar and other valuable consideration paid by **KEY CORPORATE CAPITAL INC.**, a Michigan corporation ("KCCI") with a mailing address of One Canal Plaza, Portland, Maine 04101 the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and convey unto the said **KEY CORPORATE CAPITAL INC.**, without recourse, said loan documents, and the debts and claims thereby secured, and all right, title and interest, by virtue of said instruments, in and to the property therein described.

1. Commitment Letter dated August 7, 1996 as amended through a commitment letter dated as of December 8, 1998;
2. Revolving Financing Agreement (Asset Based) (includes security agreement) dated on or about September 25, 1996 as amended through said commitment letter dated as of December 8, 1998;
3. Commercial Term Note: \$1,300,000.00 dated on or about September 25, 1996 as amended through a commitment letter dated as of December 8, 1998;
4. Commercial Term Note: \$650,000 dated on or about September 25, 1996;
5. Mortgage, Security Agreement and Financing Statement: Bridgton, Maine dated on or about September 25, 1996 as recorded in the Cumberland County Registry of Deeds in Book 12741/296);
6. Collateral Assignment of Patents, Trademarks, Etc. from Borrower dated on or about September 25, 1996;
7. Pledge Agreement from Borrower dated on or about September 25, 1996 re Note from ESOP Trust and underlying collateral;
8. Financing Statements dated on or about September 25, 1996 from Howell Laboratories, Inc. as filed with the Maine Secretary of State (filed with the Maine Secretary of State on 10/4/96, file #1192193 and #1192194);
9. Corporate Guaranty from HLI Holdings, Inc. dated on or about September 25, 1996;

10. Pledge Agreement dated on or about September 25, 1996 from HLI Holdings, Inc. re \$93,542.07 Note) from MEGA INDUSTRIES with accompanying collateral as recorded in said Registry of Deeds in Book 12741, Page 329);
11. First Guaranty Mortgage, Security Agreement and Financing Statement re Route 302 Raymond, Maine from HLI Holdings, Inc. dated on or about September 25, 1996 as recorded in said Registry of Deeds in Book 12471, Page 333;
12. Financing Statement from HLI Holdings, Inc. dated on or about September 25, 1996 (filed with the Maine Secretary of State on 10/4/96, file #1192195);
13. Title Insurance Policies re Bridgton, Maine and Raymond, Maine;
14. Personal Guaranties from HLI Holdings, Inc. dated on or about September 25, 1996 from Paul A. Wescott, Carl H. Bishop, Donald S. Collins, Gary P. Somers and Gordon L. Drisko;
15. Pledge and Security Agreements Gordon L. Drisko re: Stock and Options in Borrower from Paul A. Wescott, Carl H. Bishop, Donald S. Collins, Gary P. Somers and Gordon L. Drisko, with accompanying financing statements (filed with the Maine Secretary of State on 10/4/96, file #1192196, #1192197, #1192198, #1192199, #1192200 and #1192201);
16. Collateral Assignment of Life Insurance: re Paul A. Wescott Metropolitan Life Insurance Company #950 650 204 A;
17. Subordination Agreement dated on or about September 25, 1996 from all Officers and Shareholders ;
18. Debt and Collateral Subordination Agreement dated on or about September 25, 1996 from Coastal Enterprises, Inc. as recorded in said Registry of Deeds in Book 12742, Page 3 and UCC-3 (filed with the Maine Secretary of State on 10/4/96, file #1192210);
19. Intercreditor Agreement from Southern Maine Economic Development District dated on or about September 25, 1996 as recorded in said Registry of Deeds in Book 12742, Page 46;
20. Debt and Collateral Subordination Agreement: Richard D. Lewis, Albert E. Gibbons, Jr., Estate of Dwight A. Starbird, and Jack S. Ketchum dated on or about September 25, 1996 as recorded in said Registry of Deeds in Book 12744, Page 80);

21. Hypothecation Agreement dated on or about September 25, 1996 from Richard D. Lewis;
22. Hypothecation Agreement dated on or about September 25, 1996 from Albert E. Gibbons Jr.;
23. Hypothecation Agreement dated on or about September 25, 1996 from Jack S. Ketchum;
24. Hypothecation Agreement dated on or about September 25, 1996 from Estate of Dwight A. Starbird re marketable securities/certificate of deposit in the amount of \$430,995.60;
25. Collateral Assignments of Life Insurance dated on or about September 25, 1996 from Albert E. Gibbons Jr. re First Colony Life Insurance Company #2,402,043, from Jack S. Ketchum Columbia Mutual Life Insurance Company #A010137607;
26. Pledge and Security Agreement dated on or about September 25, 1996: Hypothecator's Options in Borrower from Richard D. Lewis with Financing Statement (filed with the Maine Secretary of State on 10/4/96, file #1192205) from Albert E. Gibbons Jr. with Financing Statement (filed with the Maine Secretary of State on 10/4/96, file #1192206), Jack S. Ketchum with Financing Statement (filed with the Maine Secretary of State on 10/4/96, file #1192207);
27. Environmental Indemnity Agreement dated on or about September 25, 1996;
28. Corporate Authority from Howell Laboratories, Inc.;
29. Opinions of Counsel dated on or about September 25, 1996 from Drummond, Woodsum & MacMahon and Pierce Atwood;
30. Insurance Contracts issued by the Finance Authority of Maine; and
31. All other documents evidencing, governing or securing the foregoing loans, collateral documents or other loan documents, even if not specifically identified above

(collectively the "Loan Documents")

TO HAVE AND TO HOLD the same to the said KEY CORPORATE CAPITAL INC., and its successors and assigns to their own use and behoof forever, subject nevertheless to the condition therein contained and to redemption according to law.

Except as specifically amended by the foregoing provisions, the Loan Documents shall remain in full force and effect in accordance with its terms as originally stated. Reference is made to a prior acknowledgment from the Borrower and guarantors of the assignment of the Loan Documents from KeyBank to KCCI.

A copy of this Assignment may be filed as a financing statement.

WITNESS its hand and seal as of December 8, 1998.

KeyBank National Association

Tanya J. Sherwood
Witness

By: *Ronald B. Hunt*
Ronald B. Hunt, its VICE PRESIDENT

State of Maine
County of Cumberland, ss.

~~1998~~ 12/9, 1999

Then personally appeared the above-named Ronald B Hunt in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and SEAL deed of said national bank.

Before me,

Tanya J. Sherwood

Notary Public/Attorney At Law

Name: TANYA J. SHERWOOD
Notary Public, Maine

My Commission Expires November 4, 2004

ASSGKCCI.DOC
02-09-99 1:56 PM

RECEIVED
RECORDED REGISTRY OF DEED

1999 FEB 10 PM 12:30

CUMBERLAND COUNTY

John B O'Brien

PATENT

RECORDED: 03/13/2000

REEL: 010676 FRAME: 0778