FORM PTO-16 Expires 06/30/9		Г		٦		ment of Commerce Trademark Office
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TO: The Commis	sioner of Patents and T				document(s	s) or copy(ies).
Submission Typ	e		Conveyance Typ			
⊠ New			Assignment		Security	Agreement
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Conveying Part	y(ies)		Mark if additional nar	mes of conveying part	ies attached	Execution Date
Name (line 1)	Sancoa Sub L.P.					Month Day Year
Name (line 2)						07 19 2000
Second Party						5350612
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Receiving Party Mark if additional names of conveying parties attached						
Name (line 1)	Wilmington Trust Company				م ليا ل	f document to be ecorded is an assignment nd the receiving party is
Name (line 2)					_ n	ot domiciled in the Inited States, an
Address (line 1)	1100 North Market Street] a d	ppointment of a omestic representative is ttached. (Designation
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	for this collection of information is es needed to complete the Cover Sheet.					

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Comissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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1	FORM PTO-1619B
-	Expires 06/30/99
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U.S. Department of Commerce Patent and Trademark Office

OMB 0651-0027		P	age 2	ratem	PATENT
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Name	Catherine E. Wagne	er, Paralegal			P74-0-4400-4-0-1-1-1-1-1-1-1-1-1-1-1-1-1-1
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Enter either	the Patent Application Nu	umber or the Patent	Number (DO NOT ENTER	BOTH numbers for the s	ame property).
Pater	nt Application Nur	nber(s)		Patent Number(s)
			5,350,612	5,389,415	
			5,264,265	5,672,224	
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FORM PTO-1619C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office

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Conveying Party	(ies)	Mark if additional names	s of con	veying parties attached
Enter additional Conve	ying Parties			Execution Date
Name (line 1)				Month Day Year
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Name (line 2)				Execution Date
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Enter additional Receiv	ving Party(ies)			If document to be recorded is an
Name (line 1)				assignment and the receiving party is not domiciled in the
Name (line 2)				United States, an appointment
Name (inic 2)				of a domestic representative is attached. <i>(Designation must be</i>
Address (line 1)				a separate document from Assignment.)
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Address (line 3)	City	State/Country		Zip Code
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Name (line 1)				assignment and the receiving party is not domiciled in the
Name (line 2)				United States, an appointment of a domestic representative is
Address (line)				attached. (Designation must be a separate document from
				Assignment.)
Address (line 2)				
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	City	State/Country		
Application Num	ber(s) or Patent Number(s)	Mark if additional	number	s attached
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Patent A	pplication Number(s)	Pat	tent I	Number(s)

Doc. #342825

Security Interest Agreement

SANCOA SUB L.P., a Delaware limited partnership with offices at 11000 Midlantic Drive, Mount Laurel, New Jersey 08054 (hereinafter "Debtor"), for value received, hereby grants unto WILMINGTON TRUST COMPANY, a Delaware banking institution with offices at 1100 North Market Street, Wilmington, Delaware 19890-0001, for itself and, as set forth in Section 10 below, for the benefit of National City Bank (hereinafter "Creditor") a security interest in and to the following:

- (a) any and all United States trademarks and/or service marks owned by Debtor listed in Schedule A attached hereto;
- (b) any and all patents owned by Debtor in the United States and any foreign countries, jurisdictions or localities listed in Schedule B attached hereto;
- (c) any and all trade names and/or Internet domain names owned by Debtor listed in Schedule C attached hereto;
- (d) any and all copyrights and/or artwork owned by Debtor in connection with the packaging, sale and promotion of equipment, inventory, goods and/or services;
- (e) any and all trade secrets connected with the equipment, inventory, goods and/or services of Debtor;
- (f) any and all elements of package or trade dress of equipment, inventory, goods an/or services bearing the trademarks, service marks and/or patents owned by Debtor; and
- (g) all goodwill of Debtor's business connected with and symbolized by the above-mentioned trademarks, service marks, patents, trade names, domain names, trade secrets and package or trade dress.

The indicated assets referenced in the preceding sub-paragraphs (a) through (g) herein are collectively called the "Collateral." This Security Agreement also applies to the proceeds of such Collateral.

1. <u>INDEBTEDNESS SECURED</u>: This Agreement secures the Debtor's obligations ("Obligations") to the Creditor, (for itself and for the benefit of National City Bank) and its successors and assigns under (a) a certain Loan and Security Agreement, dated the date hereof, as the same may be amended, modified or supplemented from time to time, executed by the Debtor and Creditor (the "Loan Agreement"), a certain Security Agreement dated July 19, 2000 as the same may be amended, modified or supplemented from time to time (the "Security Agreement") and those certain other Loan Documents (except as otherwise defined herein, the terms defined in the Security Agreement or in the Loan Agreement are used herein as therein defined) and (b) all instruments and agreements entered into under or pursuant to the Loan Agreement including, without limitation, any interest rate hedging, swap, collar or cap agreements. It is acknowledged

that the obligations of Debtor and obligations of Sancoa Sub L.P. under the agreements and instruments referred to above are joint and several and this Agreement secures all such obligations of both entities. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of paragraph 10 hereof.

- 2. <u>REPRESENTATION AND WARRANTIES</u>: The Debtor hereby represents and warrants that, except for the security interest granted to Creditor hereby, the Debtor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Debtor, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to Creditor in writing, there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that the Debtor will defend its title to the Collateral against the claims of all persons whatsoever.
- 3. <u>USE AND OWNERSHIP PRIOR TO DEFAULT</u>: Unless and until an Event of Default shall occur and be continuing, the Debtor shall retain the legal and equitable title to the Collateral, and shall have the right to use and register the Collateral in the ordinary course of the business of the Debtor, but shall not be permitted to sell, assign, transfer or otherwise encumber the Collateral or any part thereof; *Provided, however*, that nothing herein contained shall prohibit Debtor from the proper conduct of Debtor's business, except that the Debtor shall not permit the abandonment, expiration, lapse, or cancellation of any or all of the Collateral without the prior written consent of Creditor, which consent shall not be unreasonably withheld or delayed except as permitted under the Loan Agreement.
- 4. <u>REMEDIES ON DEFAULT</u>: Upon the occurrence of an Event of Default and the acceleration of the Notes, Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided for by law.
- (a) In the event of sale of the Collateral, or any part thereof, Creditor shall give the Debtor reasonable notice of the time and place of any public sale thereof or of the time and. place of any private sale or that any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by Creditor, postage prepaid, to the Debtor at its address set forth on the first page hereof or such other address as the Debtor may by notice have furnished Creditor in writing for such purpose, at least ten days prior to the time of such sale or other intended disposition.
- (b) If the Debtor shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of the Debtor shall be breached, Creditor may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of the Debtor hereunder the cost or expense incurred by Creditor in doing so, and any and all amounts expended by Creditor in taking any such action shall be

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repayable to it upon its demand to the Debtor thereof and shall bear interest at the same rate which would apply to such amounts if they were advances under the Security Agreement, from and including the date advanced to the date of repayment.

- (c) Debtor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of any and or all Collateral listed in the attached Schedules. In the event that Debtor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Debtor does hereby irrevocably appoint Creditor its attorney-in-fact to execute any or all of such documents on Debtor's behalf.
- 5. <u>APPLICATION OF PROCEEDS</u>: All proceeds of Collateral shall be applied as set forth in the Security Agreement.
- 6. <u>PURCHASERS OF COLLATERAL</u>: Upon any sale of Collateral by Creditor hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of Creditor or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see the application of any part of the purchase money paid over to Creditor or such officer or be answerable in any way for the misapplication or non-application thereof.
- 7. <u>INDEMNITY</u>: Debtor is the sole and exclusive owner of, and has good and clear title in and to, the Collateral subject to this Agreement, and agrees to indemnify and hold harmless Creditor from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, and to reimburse Creditor for all costs and expenses, including attorneys' fees, growing out of or resulting from this Agreement, or the exercise by Creditor of any right or remedy granted to it hereunder. In no event shall Creditor be liable for any matter or thing in connection with this Agreement, other than to account for monies actually received by it in accordance with the terms hereof.

Debtor further agrees that the Collateral set forth in the attached Schedules constitute the entirety of Debtor's subsisting patents, pending patent applications, Federal trademark or service mark applications and registrations, and Internet domain names, and names by which Debtor is known, and that for any such Collateral not currently in the name of Debtor or which may require a release of security to effectuate the intent of parties' Agreement, Debtor shall promptly execute and produce all documents necessary subsequent to the execution of this Agreement to effectuate the intent of the Debtor to grant to the Creditor a security interest in and to the Debtor's intellectual property, and shall further use its best efforts to obtain, as necessary, any and all executed and recordable assignments, changes of name, and/or security releases relating to the Collateral.

8. <u>FURTHER ASSURANCES</u>: The Debtor agrees that it will join with Creditor in executing and, at its own expense, shall file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Creditor may deem necessary or appropriate and wherever required or permitted by law in order to perfect

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and preserve Creditor's security interest in the Collateral, and hereby authorizes Creditor to file financial statements and amendments thereto relative to all or any part of the Collateral without the signature of the Debtor where permitted by law, and agrees to do such further acts and things and execute and deliver to Creditor such additional conveyances, assignments, agreements and instruments as Creditor may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto Creditor its rights, powers and remedies hereunder.

- 9. <u>TERMINATION</u>: This Agreement, and the security interest of Creditor hereunder, shall terminate when all indebtedness secured hereby has been fully paid and satisfied, at which time Creditor shall release to the Debtor Creditor's security interest in the Collateral and, if requested by the Debtor, shall execute and file in each office in which any financial statement or assignment relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing Creditor's interest therein, all without recourse upon warranty by Creditor and at the cost and expense of the Debtor.
- 10. Debtor acknowledges that the security interest granted hereby is for the benefit of Wilmington Trust Company and for the benefit of National City Bank which has participated, or may participate, in certain loans under the Credit Agreement and has extended, or may extend, certain other credit to the Debtor and/or Sancoa International Company, L.P. (for which Debtor is jointly and severally liable). In addition to the benefit of the security, National City Bank is entitled to the benefit of all indemnification and cost reimbursement provisions hereunder. This Agreement may not be amended or modified without the consent of National City Bank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the / day of July, 2000.

WILMINGTON TRUST COMPANY	SANCOA SUB, L.P. By. Sancon GP, LLC, general Portug
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By: Weller B flitt	By: frag Cy outro
Name: William B North	Name: Respon T. Sanski
Title:	Title Pesiceet
Dated: 7/17/00	Dated: 7 1900

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SCHEDULE A

TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

NONE

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SCHEDULE B

PATENTS AND PATENT APPLICATIONS

Description	Jurisdiction	Number	Status	Expiration/ Renewal Date
Patent	United States	5,350,612	Issued 9/27/94	8/4/12
Patent	United States	5,264,265	Issued 11/23/93	10/15/12
Patent	United States	5,389,415	Issued 2/14/95	10/15/12
Patent	United States	5,672,224	Issued 9/30/97	10/15/12

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SCHEDULE C

TRADE NAMES AND INTERNET DOMAIN NAMES

1. Trade Names

BECKETT CORPORATION

2. Internet Domain Names

beckett-corp.com

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2600 One Commerce Square Philadelphia, PA 19103-7098 Telephone (215) 564-8000 Fax (215) 564-8120

Direct Dial: (215) 564-8184 Email: cwagner@stradley.com

July 31, 2000

VIA CERTIFIED MAIL; RETURN RECEIPT REQUESTED

Commissioner of Patents and Trademarks Box Assignments Washington, DC 20231

RE:

Sancoa Sub L.P. ("Conveying Party")

Wilmington Trust Company ("Receiving Party")

Dear Sir or Madam:

Enclosed please find for filing with your office an original and one copy of a Recordation Cover Sheet - Patents, along with the corresponding Security Agreement, with respect to four (4) patents on behalf of the above-referenced receiving party, along with a check in the amount of \$160.00 as payment of the requisite filing fee.

Please file the original Security Agreement and acknowledge receipt thereof by date-stamping and returning the copy to the undersigned.

If you have any questions or comments, please do not hesitate to contact me at (215) 564-8184.

Very truly yours,

Catherine E. Wagner

Catherine E. Wagner

Legal Assistant

Enclosures

cc:

Paul A. Patterson, Esquire

GUIDELINES FOR COMPLETING PATENT RECORDATION FORM COVER SHEET

When using this (FORM PTO-1618 A, B, &C), a cover sheet and any necessary continuation sheets must be submitted with each document to be recorded. Enter all required information using standard business block-style print (such as courier 10 pitch). Completed cover sheets will be scanned for image capture. Photocopies of the cover sheets are acceptable. Information required for recordation will be extracted from the cover sheet and cover sheet continuation forms only. Submitted cover sheets and documents will become part of the public record. If a document to be recorded concerns both patents and trademarks, a separate patent and a separate trademark cover sheet, including any attached continuing information, must accompany the document. When the document concerns multiple conveyances or transfers a cover sheet completing this cover sheet and information, call 703 308-9723.

Submission Type - Each submission type requires a new cover sheet. Enter an "X" in the appropriate box indicating the type of submission. If the conveyance document is being submitted for recordation for the first time, enter an "X" in the box for New Assignment. If the submission is a Non-recordation, enter an "X" for Re-submission and provide the document Identification number of the original submission. Resubmitted non-recordation documents require a <u>new</u> cover sheet (the new cover sheet shall contain all of the appropriate data and fee required for recordation). If a previously recorded document requires correction due to a data entry error, enter an "X" for Public Correction and provide the reel and frame number of the original document. Requests to correct the data entry error must be submitted on a new cover sheet. The cover sheet shall contain the data element in question, the name, date and signature of the person submitting the request, and any other pertinent information, (enter the correspondent's name and address, if it has changed since recordation). If a previously recorded document was submitted with erroneous information, enter an "X" indicating Corrective Assignment and provide the reel and frame number. A Corrective Assignment requires a <u>new</u> cover sheet. If the submission type is not listed, enter an "X" in the Other box and specify the submission type as provided in 37CFR 1.334.

Conveyance Type - Enter an "X" in the appropriate box describing the nature of the conveying document. If the conveyance document is to be recorded in the Government Register, enter an "X" indicating <u>either</u> a License or Assignment and enter an "X" indicating in which file the document is to be filed, <u>either</u> the Departmental File or the Public File. If the conveyance type is not listed, enter an "X" in Other box, and specify the nature of the conveyance.

Conveying Party(ies) - Enter the full name(s) of the party(ies) conveying the interest. Use Name line 1 to enter the name of the first party conveying the interest. If the conveying party is an individual, enter the last name first, followed by the first name followed by the middle initial. Separate the last and first name by a comma followed by a blank space. For example, "Carter. Constance M." If the conveying party is a corporation and the corporation name begins with "The", the name must be entered as Longmire Cookie Company, The. If the name consists of more than 40 characters, abbreviate where possible (i.e. Inc. for Incorporated). Use Name line 2 to enter additional information, (i.e. "a corporation of Delaware", etc.). If the party is a government, and the government begins with "The", such as "The United States Government", the name must be entered as "Government of the United States of America, The." A blank space must follow the comma. If additional information follows the government names such as the agency representing the government, the names must be entered as "Government of the United States of America, as represented by the Department of Energy, The." Enter the execution date (i.e. the date the document is signed by the conveying party) using the numerical representation of the month, day, and year without slashes (/) formatted as (MMDDYYYY). Do not use European style date format. If there is a second party conveying an interest, fill in the Second Party Name lines 1 and 2 in a similar manner. If there are more than two conveying parties, enter an "X" in the box to indicate that additional information is attached. The names and execution dates of the additional conveying parties must be entered on the formatted Recordation Form Cover Sheet Continuation. Only the names which appear on this cover sheet and the Recordation Cover Sheet Continuation form(s) will be recorded.

Receiving Party(ies) - Enter the full name and address of the party(ies) receiving the interest. Use Name line 1 to enter the name of the first party receiving the interest. If the receiving party is an individual, enter last name first, followed by the first name followed by the middle initial. Separate the last and first name with a comma, followed by a blank space. For example, "Carter, Constance M." If the receiving party name is a business and consists of more than 40 characters, abbreviate where possible (i.e. Inc. for Incorporated). If the corporation name begins with "The", such as "The Longmire Cooking Company", the name must be entered as "Longmere Cookie Company, The". Enter additional information on Name line 2, (i.e. "a Corporation of Delaware", etc.) If the party is a government, and the government begins with "The", such as "the United States Government", the name must be entered as "Government of the United States of America, The." A blank space must follow the comma. If additional information follows the government names such as the agency representing the government, the names must be entered as Government of the United States of America, as represented by the Department of Energy. The." Enter up to three lines of address of information using up to 40 characters per line of address: address line 1 is used to enter the street address; address line 2 is used to enter the floor/room number, suite number or department; and address line 3 is used to enter the City. State/Country and zip code. Use the two letter state code when entering the state, (i.e. VA for the State of Virginia). If there is more than one party receiving the interest, enter an "X" in the box to indicate that additional information is attached. The names and addresses of any additional receiving parties must be entered on a formatted Recordation Form Cover Sheet Continuation. Only the names which appear on this cover sheet and the Recordation Cover Sheet Continuation form(s) will be recorded.

Doc. #342825

Correspondent Name and Address. - Enter the full name and address of the party to whom correspondence is to be mailed. Each line of address allows up to 40 characters including spaces. Address information will be used to create a mailing label in order to return the document to the submitter. Enter the area code, telephone number and extension of the correspondent.

Number of Pages. - Enter the total number of pages contained in the conveyance document including any attachment(s). If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets must be submitted. Do not include the Recordation Form Cover Sheet pages in this total.

Application Number(s) or Patent Number(s). Enter the application number(s) (an 8 digit number consisting of a 2 digit series code and a 6 digit serial number) of the patent application property(ies) against which the document is to be recorded. Enter the application number as 06105889. Do not enter a slash (/) between the series code and the serial number. Enter the patent application number(s) in the space designated for patent application numbers. Provide the U.S. Serial Number, if one has been assigned to a Patent Cooperation Treaty (PCT) application which has entered the national stage. If a patent application has matured into a patent, enter the 7 digit patent number (i.e. 4890212) in the space designated for patent numbers. If the patent number does not contain 7 digits, leading zeros (0) should be used. For Plant/Reissue/Design patent numbers, the leading zeros should precede the number, not the alpha characters (i.e. PP05650, RE01 187, D029490, 1500356). Do not enter both the patent application number and the patent number for the same property. Enter each application number(s) or patent number(s) in the designated boxes. If the assignment is being filed together with a new patent application, enter the date the patent application was signed by the first named executing inventor using the numerical representation of the month, day, and year without slashes (/) formatted as (MMDDYYYY). Do not use European style date format. Enter an "X" in the appropriate box to indicate if additional numbers are attached. Enter any such additional numbers on a Recordation Form Cover Sheet Continuation.

Patent Cooperation Treaty (PCT) Application Number - Enter the PCT application number only if a U.S. Serial Number has not be assigned. International application numbers must be complete (i.e. PCTUS9112345).

Total Applications and Patents Involved - Enter the total number of applications and registrations identified for recordation including properties indicated on any attached formatted Recordation Form Cover Sheet Continuation(s).

Total Fee Enclosed and Deposit Account Number - A fee is required for each application and patent property against which the document is to be recorded. If the submission concerns multiple conveyances or transfers, a fee must be submitted separately for each property of each conveyance or transfer. Enter the Fee Amount calculated per cover sheet. Enter the Total Fee Enclosed, if payment is made by other than deposit account. If payment is by deposit account, enter the total amount authorized to be charged to the deposit account or merely the "amount due." Enter the deposit account number for authorized charges. Enter an "X" in the Yes or No box indicating authorization to "charge additional fees" to the deposit account. If additional fees are required, the USPTO will generate a request to the USPTO Office of Finance to charge additional fees to the deposit account. A copy of this request will be returned to the submitter with the Notice of Recordation.

Statement and Signature - Enter the name of the person submitting the document. The submitter must sign and date page 2 of the cover sheet, confirming that to the best of the person's knowledge and belief, the information contained on the cover sheet is correct and that any copy of the document is a true copy of the original document. The person signing on page 2 of the cover sheet also authorizes the USPTO to charge additional fees to the Deposit Account, if the authorization box is checked and if additional fees are required. The signature and date must appear to the right of the typed name. The document may be signed by the person whose name appears on the documents to be recorded: In the case of an individual, the individual's signature, for a corporation, the signature of an officer, for a partnership, the signature of a general partner, or in any case, the attorney representing such person or entity may sign the document.

RECORDED: 08/07/2000