

12-19-00

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Expires 06/30/99  
OMB 0651-0027

3.29.01

04-12-2001

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



101671860  
**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  Security Agreement

License  Change of Name

Merger  Other  Release of Security Agree-  
**U.S. Government** ment and Assignment  
(For Use ONLY by U.S. Government Agencies) of Patents and Trademarks and

Departmental File  Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached **Assignment of Patents**

Execution Date  
Month Day Year  
12 01 2000

Name (line 1)  BANK ONE, TEXAS, N.A.

Name (line 2)

**Second Party**

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

4251933

**Receiving Party**

Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1)  HENSLEY INDUSTRIES, INC., fka G.H. HENSLEY INDUSTRIES, INC.

Name (line 2)

Address (line 1)  4900 Woodway, Suite 1200

Address (line 2)

Address (line 3)  Houston  Texas  77056  
City State/Country Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

03/08/2001 NTHRT1 00000196 4251933  
01 03:591 1120.00

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:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
**REEL: 011648 FRAME: 0817**

**Correspondent Name and Address**      **Area Code and Telephone Number**

**Name**

**Address (line 1)**

**Address (line 2)**

**Address (line 3)**

**Address (line 4)**

**Pages**      Enter the total number of pages of the attached conveyance document including any attachments.      #

**Application Number(s) or Patent Number(s)**       Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="4,251,933"/>	<input type="text" value="4,032,015"/>	<input type="text" value="4,123,861"/>	<input type="text" value="1,071,263"/>	<input type="text" value="2018309-8"/>	<input type="text" value="4,716,667"/>
<input type="text" value="4,321,762"/>	<input type="text" value="4,037,337"/>	<input type="text" value="4,133,121"/>	<input type="text" value="5,233,770"/>	<input type="text" value="4207693"/>	<input type="text" value="4,823,487"/>
<input type="text" value="5,016,365"/>	<input type="text" value="4,117,611"/>	<input type="text" value="4,098,013"/>	<input type="text" value="641,163"/>	<input type="text" value="4,516,339"/>	<input type="text" value="506,310"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.      Month  Day  Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  PCT  PCT

only if a U.S. Application Number  PCT  PCT  has not been assigned.

**Number of Properties**      Enter the total number of properties involved.      #

**Fee Amount**      Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:      Enclosed       Deposit Account


Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:      Yes       No

**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. Charges to deposit account are authorized, as indicated herein.*

Alfred M. Meyerson            December 14, 2000

Name of Person Signing      Signature      Date

# RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

## Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

## Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)  City  State/Country  Zip Code

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)  City  State/Country  Zip Code

## Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

### Patent Application Number(s)

588,124	5,144,762	<input type="text"/>
1,272,750	5,311,681	<input type="text"/>
1,282,812	5,331,754	<input type="text"/>
328,466	5,361,520	<input type="text"/>
329,243	4,449,309	<input type="text"/>

### Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**RELEASE OF SECURITY AGREEMENT AND  
ASSIGNMENT OF PATENTS AND TRADEMARKS AND**

**ASSIGNMENT OF PATENTS**

**THIS RELEASE OF SECURITY AGREEMENT AND ASSIGNMENT OF PATENTS AND TRADEMARKS AND ASSIGNMENT OF PATENT ("Agreement")**, effective as of the 1st day of December, 2000, is executed by **BANK ONE, TEXAS, NA**, a national banking association (the "Lender"). The Lender is the present legal and equitable owner and holder of those certain promissory notes as described below executed by **GH HENSLEY INDUSTRIES, INC.**, a Texas corporation (the "Borrower").

On December 13, 1996 Borrower and Lender entered into that certain Credit Agreement (the "Loan Agreement") pursuant to which the Lender agreed to make (i) a revolving credit loan up to an amount of \$8,500,000.00 (the "Revolving Loan"), (ii) a term loan in the amount of \$10,080,710.00 (the "Equipment Loan"), (iii) a term loan in the amount of \$1,952,998.00 (the "Real Estate Loan") and (iv) an advancing term loan in the amount of up to \$4,000,000.00 (the "Capital Expenditure Loan"), the Revolving Loan to be evidenced by that certain promissory note of even date herewith in the original principal amount of \$8,500,000.00 (the "Revolving Credit Note"), the Equipment Loan to be evidenced by that certain promissory note of even date therewith in the original principal amount of \$10,080,710.00 (the "Equipment Note"), the Real Estate Loan was evidenced by that certain promissory note of even date therewith in the original principal amount of \$1,952,998.00 (the "Real Estate Note"), and the Advancing Loan was evidenced by that certain promissory note of even date therewith in the original principal amount of \$4,000,000.00 (the "Capital Expenditure Note"; the Revolving Credit Note, the Equipment Note, the Real Estate Note and the Capital Expenditure Note are herein collectively called the "Notes"); and

As security for the payment of principal of and interest on the Notes and as security for the other obligations set forth in the Loan Agreement, Borrower granted to Lender a security interest in all of its right, title and interest in and to all "Patents" and "Trademarks" in the name of Borrower, relating to the technology, know how, and processes involved in producing or providing Borrower's products and services and to grant to Lender a power of attorney to foreclose upon and sell Borrower's interests in the Patents and Trademarks (hereinafter collectively referred to as the "Collateral") under the circumstances set forth in the Security Agreement.

On December 17, 1996, the United States Department of Commerce, Patent and Trademark Office, recorded the Security Agreement/Assignment in Reel/Frame No. 1584/0693 relating to the Collateral described on Schedules "A" and "B" attached hereto and incorporated herein for all purposes. For and in consideration of the full and final payment of the Notes and all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, Lender has RELEASED and DISCHARGED, and by these presents hereby RELEASES and DISCHARGES, the Collateral from all liens held by the Lender, whether securing the Notes and indebtedness or otherwise. Lender expressly releases all present and future rights to establish or enforce the liens evidenced by the Loan Agreement and/or Security Agreement as security for the payment of any future or other indebtedness of any person or entity to Lender.

THEREFORE, IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to Lender by Hensley Industries, Inc., a Texas corporation, f/k/a GH Hensley Industries, Inc. and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank One, Texas, N.A., a national banking association ("Assignor"), does hereby ASSIGN, SELL, GRANT AND CONVEY to said Hensley Industries, Inc. ("Assignee"), its successors and assigns, Assignor's ENTIRE RIGHT, TITLE AND INTEREST in the Collateral attached hereto and made a part hereof as Schedules "A" and "B".

EXECUTED to be effective December 1, 2000.

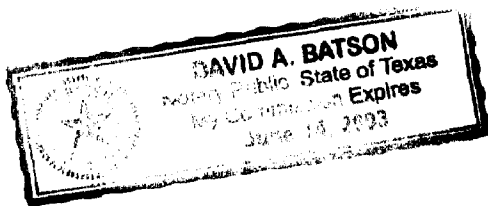
**LENDER:**

BANK ONE, TEXAS, N.A.,  
a national banking association

By: *Gail W. Waggoner*  
Gail W. Waggoner, Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

This instrument was acknowledged before me on the 30th day of November, 2000, by Gail W. Waggoner, Vice President of Bank One, Texas, N.A., a national banking association, on behalf of said association.



*David A. Batson*  
Notary Public, State of T E X A S

When Recorded Return To:  
Susan M. Smith  
Thompson Knight Brown Parker & Leahy L.L.P.  
1200 Smith Street, Suite 3600  
Houston, Texas 77002

## SCHEDULE A

REGISTERED PATENTS

January 24, 1995

Patent #	Registration Date	Description	Attorney or Firm
4,516,339	05/14/85	Combination excavating bucket, shank and digging teeth	Harris, Tucker & Hardin Dallas
4,716,667	01/05/88	Excavating tooth and wear cap assembly	Strasburger & Price
4,823,487	04/25/89	Resilient flex pin apparatus for excavating tooth point and adapter assemblies	Harris, Tucker & Hardin
506,310	07/11/80	Excavating bucket and teeth for a backhoe	"
588,124	01/04/90	Excavating tooth and wear cap assembly (Australia)	"
1,272,750	08/14/90	Excavating tooth and wear cap assembly (Canada)	"
1,282,812	04/09/91	Resilient flex pin apparatus for excavating tooth point and adapter assemblies (Canada)	"
328,466	08/08/92	Excavator Tooth	"
329,243	09/08/92	Loader Tooth	"
5,144,762	09/08/92	Wear indicating and tooth stabilizing systems for excavating and adapter assemblies	"
5,311,681	05/17/94	Retaining Mechanism	"
5,331,754	07/26/94	Resilient, Ratcheted Wedge and Spool Retaining Structure for Tooth	Konneker, Bush, Hitt & Chwang Dallas
5,361,520	11/08/94	Locking Pin Apparatus	Harris, Tucker & Hardin
4,449,309	05/22/84	Flat bottom bucket and digging teeth	Harris, Tucker & Hardin

PATENT

REEL: 011648 FRAME: 0822

Patent #	Registration Date	Description	Attorney or Firm
4,251,933	02/24/81	Lip and teeth in combination with a flat bottom bucket	Marcus L. Bates
4,321,762	03/30/82	Digging tooth apparatus for V bottom bucket	Marcus L. Bates
5,016,365	05/21/91	Wear parts for excavation apparatus	Strasburger & Price Dallas
4,032,015 ADCO	06/28/77	Bucket cleaner and control for a digging machine	Harris, Tucker & Hardin
4,037,337 ADCO	07/26/77	Excavating bucket and teeth for backhoe	"
4,117,611	10/03/78	Digging teeth for an excavating bucket	"
4,123,861	11/07/78	Method of excavating earth with a bucket	"
4,133,121	01/09/79	Backhoe bucket adapter and pin method and method and apparatus	"
4,098,013	07/04/78	Digging tooth with replaceable cutting edge	"
1,071,263	02/05/80	Excavation bucket and teeth for a backhoe (Canada)	"
5,233,770	08/10/93	Locking pin apparatus	"
641,163	06/05/90	Wear Parts for Excavation Apparatus (Australia)	Strasburger & Price
2018309-8	04/22/91	Wear Parts (Canada)	Strasburger & Price
4207693	06/17/80	Backhoe Bucket Adapter Bushing & Pin Method & Apparatus	Marcus L. Bates

REGISTERED TRADEMARKS

January 24, 1995

TM No.	Registration Date	Trademark	Firm
740,900	11/20/62	Shark Fin	Harris, Tucker & Hardin
740,901	11/20/62	Shark Fin	Harris, Tucker & Hardin
1,148,191	03/10/81	ADCO	Harris, Tucker & Hardin
394,828	10/20/92	Hensley w/ Design Chili	Strasburger & Price
148,351	01/21/94	Hensley w/ Design Columbia	" "
82,294	04/12/93	Hensley w/ Design Costa Rica	" "
B92/2,917	05/04/94	Hensley w/ Design S. Africa	" "
455,169	03/25/94	Hensley w/ Design Mexico	" "
212,689	03/12/76	Hensley w/ Design Canada	Harris, Tucker & Hardin
1,011,885	05/27/75	Hensley w/ Design	Harris, Tucker & Hardin
92,431,863	07/13/93	Hensley France	Strasburger & Price
2,048,109	10/27/93	Hensley Germany	Strasburger & Price
A393392	06/18/90	Hensley Australia	Harris, Tucker & Hardin
1,515,761	07/09/92	Hensley Great Britain	Strasburger & Price
1,801,867	11/02/93	Hensley	" "

PATENT

REEL: 011648 FRAME: 0824



TM No.	Registration Date	Trademark	Firm
1,516,005	01/28/94	Bladesaver Great Britain	Strasburger & Price
438,672	08/03/93	Bladesaver Mexico	" "
417,914	10/08/93	Bladesaver Canada	" "
92,436,806	03/19/93	Bladesaver France	" "
2,054,363	01/17/94	Bladesaver Germany	" "
1,641,047	04/16/91	Bladesaver	" "