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Form PTO-1595 (Rev. 03/01)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies): Converta-Vans, Inc.

2. Name and address of receiving party(ies) Name: Mico Welding & Fabricating, Inc.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: 1330 Schutt Road

City: Sardinia State: NY Zip: 14134

Execution Date: 04/04/2002

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) 6,015,055 6,065,625 6,131,756 6,216,900 6,299,437

Additional numbers attached? Yes No

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

Name: Eric A. Bloom, Esq.

Internal Address:

Street Address: Bloom, Neubeck & Schonn, LLP

6 North Pearl Street

City: Buffalo State: NY Zip: 14202

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Eric A. Bloom

Name of Person Signing

Signature

9/9/02 Date

Total number of pages including cover sheet, attachments, and documents: 3

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

SECURITY AGREEMENT (CHATTEL MORTGAGE)

THIS AGREEMENT, made the 4th day of April, 2002~~XX~~ under the laws of the state of New York

BETWEEN CONVERTA-VANS, INC. herein called the De

whose business address is (if none, write "none") 2600 Hamburg Turnpike, Lackawanna, New York, 14218 and whose residence address is

and MICO WELDING & FABRICATING, INC. herein called the Secured P whose address is 1330 Schutt Road, Sardinia, New York, 14134

WITNESSETH:

To secure the payment of an indebtedness in the amount of \$ 61,503.57 with interest, payable as foll

principal and interest payments upon demand in accordance with a Promissory Note dated April 4, 2002

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured P direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans w may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Sec Party a security interest in, and mortgages to the Secured Party,

(a) the property described in the schedule herein which the Debtor represents will be used primarily  for personal, family or household purposes  in farming operations  in business or other use

(b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreem and prior to its termination. (If the property described in the Schedule is for personal, family or household purposes then no security attaches under t section (b) unless the debtor acquires rights in them within 10 days after the Secured Party gives value.)

(c) all proceeds thereof, if any,

(d) all substitutions, replacements and accessions thereto (the foregoing (a), (b), (c) and (d) hereinafter called the collateral).

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

- PAYMENT 1a To pay and perform all of the obligations secured by this agreement according to their terms.
DEFEND 1b To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collat
TITLE except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all i
security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.
ASSURANCE 1c On demand of the secured party to do the following; furnish further assurance of title, execute any written agree
OF TITLE or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or s
ment required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in
collateral and pay all costs of filing in connection therewith.
POSSESSION 1d To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan,
liver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.
LOCATION 1e To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of i
ness for temporary periods) without the prior written consent of the Secured Party.
LIENS 1f To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.
TAXES 1g To pay, when due, all taxes, assessments and license fees relating to the collateral.
REPAIRS 1h To keep the collateral, at Debtor's own cost and expense, in good repair and condition and available for inspection
the Secured Party at all reasonable times.
INSURANCE 1i To keep the collateral fully insured against loss by fire, theft and other casualties, Debtor shall give immediate written
tice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with
surors.

2. THE PARTIES FURTHER AGREE

- NON-WAIVER 2a Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict perform
by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequen
other default or failure.
NOTICES 2b Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the
dress herein set forth or otherwise designated in writing.
LAW 2c The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein
APPLICABLE clared invalid under any law shall not invalidate any other provision or this agreement.
DEFAULT 2d The following shall constitute a default by Debtor:
non-payment Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. Fal
violation by Debtor to comply with or perform any provision of this agreement. False or misleading representations or warranties n
misrepresentation or given by Debtor in connection with this agreement. Subjection of the collateral to levy of execution or other judicial pro
levy - insolvency Commencement of any insolvency proceeding by or against the Debtor. Death of the Debtor. Any reduction in the value of
death collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligat
impairment of herein.
security 2e Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement i
REMEDIES ON immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights,
DEFAULT edies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as
acceleration accorded by the applicable sections of the Uniform Commercial Code respecting "Default".
collateral Upon any default and upon demand, Debtor shall assemble the collateral and make it available to the Secured Party at
attorneys' fees place and at the time designated in the demand.
etc. Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, search
deficiency for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.
The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such defic
forthwith on demand.
monies If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be
advanced formed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be charge
FINANCING with interest to the Debtor and added to the indebtedness secured hereby.
STATEMENT 2f The Secured Party is hereby authorized to file a Financing Statement

PATENT REEL: 13295 FRAME: 0499

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and the respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

*Thomas Bonerb*  
THOMAS BONERB, President

**SCHEDULE**

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops or goods affixed or to be affixed to real estate describe the real estate and state the name and address of the owner of record thereof.

Items

Location, etc.

All inventory, personal property, equipment, accounts, general intangibles, instruments, securities, documents, chattel paper and the proceeds of any of the foregoing

The chief place of business of the Debtor, if other than stated in this agreement, is:

**GUARANTEE**

The undersigned guarantees prompt and full performance and payment according to the tenor of the within agreement, to the holder hereof, and, in the event of default, authorizes any holder hereof to proceed against the undersigned, for the full amount due including reasonable attorneys' fees, and hereby waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demand of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by any holder and waives notice thereof. If more than one guarantor, obligation of each shall be joint and several.

WITNESS the hand and seal of the undersigned this

day of

19

(L.S.)

Address.....

**Security Agreement**

CHATEL MORTGAGE

CONVERTA-VANS, INC.

TO

MICO WELDING & FABRICATING, INC.

DATED, April 4, 2002

RECORDED: 09/19/2002

To perfect lien, file UCC 1 (see UCC §9-403)  
N. J.: CONSUMER GOODS OR FARM CONNECTED COLLATERAL:  
-resident debtor; with filing officer in county of debtor's residence.  
-non resident debtor; Dept. of state; if debtor has a place of business in only one county in N. Y., also with filing officer of such county.  
-crops; Dept. of state and also with filing officer in county where land, on which crops are grown, lies.  
-FIXTURES attached to realty; in county where land lies.  
-ALL OTHER CASES; Dept. of state; if debtor has a place of business in only one county in N. Y., also with filing officer in such county.  
-filing officer; in N.Y.C., the City Register of the county; elsewhere in state, the county clerk.  
N. J.: CONSUMER GOODS OR FARM CONNECTED COLLATERAL:  
-with clerk of county of debtor's residence.  
-if non-resident debtor, in county where goods are kept.  
-crops; in county where land lies.  
-FIXTURES attached to realty; with register of county where land lies or with county clerk if no register.  
-ALL OTHER COLLATERAL; with secretary of state.  
CONN.: FIXTURES attached to realty; with clerk of town or city where land lies.  
-ALL OTHER COLLATERAL; with secretary of state.

REEL: 13295 FRAME: 0500