

04-11-2003

Form PTO-1595
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REC



102416845

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
4031-0102

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

1. Name of conveying party(ies):

Marathon Power Technologies Company

2. Name and address of receiving party(ies)

Name: Bankers Trust Company

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: 130 Liberty Street

City: New York State: NY Zip: 10006

Execution Date: 3/17/03; 3/24/03

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) _____

See Schedule 'B'

B. Patent No.(s) _____

See Schedule 'B'

Additional numbers attached? ☒ Yes ☐ No

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

Name: White & Case LLP

Internal Address: _____

Street Address: Patent Department

1155 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 3.41).....\$ 520.00

☒

Enclosed

☒

Authorized to be charged to deposit account

8. Deposit account number:

23-1703

DO NOT USE THIS SPACE

9. Signature.

John M. Genova, Reg. No. 32,224

Name of Person Signing

Signature

April 3, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 19

04/10/2003 LMUELLER 00000105 5044679

01 FC:8021

520.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 013933 FRAME: 0039

U.S. Patents and Patent Applications

TITLE	PATENT/APPLICATION NUMBER	ISSUE/FILED DATE
Latch construction	5044679	9/3/1991
Anti-Friction Nut	5191805	3/9/1993
Latch Construction	5192098	3/9/1993
Strut Construction	5265970	11/30/1993
Hinged Strut Construction	5364201	11/15/1994
Strut Construction	5366313	11/22/1994
Mechanical Oscillator	5592852	1/14/1997
Mechanical Drive Assembly	5680795	10/28/1997
Mechanical Oscillator	5709127	1/20/1998
Mechanical Drive Assembly	5860324	1/19/1999
Telescoping Strut Construction	5950997	9/14/1999
Latch Mechanism	6428060	8/16/2002
Mechanical Oscillator	08/934602	1/22/1997

Foreign Patents and Patent Applications

TITLE	PATENT/APPLICATION NUMBER	ISSUE/FILED DATE
Mechanical Drive Assembly	AUS 9664048	2/5/1997
Mechanical Oscillator	AUS 9540087	5/31/1996
Mechanical Drive Assembly	WO9702441	1/23/1997
Mechanical Oscillator	WO9614522	5/17/1996

ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARKS, PATENTS AND DOMAIN NAMES

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Marathon Power Technologies Company, a Delaware corporation (the "Assignor") with principal offices at 8301 Imperial Drive, Waco, TX 76712, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the patents and patent applicants (the "Patents") set forth on Schedule B attached hereto, (iii) all of the Assignor's rights, title and interest in and to the Internet domain names ("Domain Names") set forth on Schedule C attached hereto, in each case together with (iv) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, Patents and Domain Names, (v) the goodwill of the businesses with which the Marks are associated and (vi) all causes of action arising prior to or after the date hereof for infringement or misappropriation of any of the Marks, Patents and Domain Names or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 3, 1998, as amended and restated as of May 31, 2001 (as further amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks, Patents and Domain Names acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the ____ day of March, 2003.

MARATHON POWER TECHNOLOGIES
COMPANY, Assignor

By _____
Name:
Title:

Deutsche Bank Trust Company Americas (inc)
(F.k.a. BANKERS TRUST COMPANY),
as Collateral Agent, Assignee

By Marguerite Sutton
Name:
Title: **Marguerite Sutton**
Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

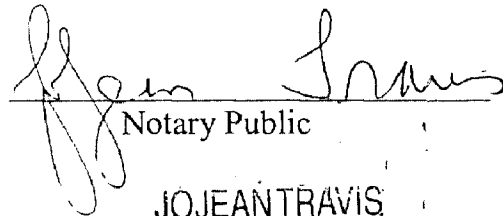
On this ____ day of _____, ____, before me personally came _____
_____ who, being by me duly sworn, did state as follows: that [s]he is
_____ of Marathon Power Technologies Company, that [s]he is authorized to
execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority
of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of MARCH, 2003 before me personally came MARGUERITE

SUTTON who, being by me duly sworn, did state as follows: that [s]he is
VICE PRESIDENT of DEUTSCHE BANK TRUST COMPANY AMERICAS
~~Bankers Trust Company~~ that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the
Board of Directors of said corporation.


Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

U.S. Trademark Registrations

MARK	REGISTRATION DATE	REGISTRATION NUMBER
BALL REVERSER	December 30, 1980	1,144,720
FLENNUT	October 1, 1996	2,004,333
FN (and design)	September 10, 1985	1,358,860
NORCO, INC. (and design)	May 12, 1980	1,153,612

Common Law Trademarks

MARK
COUPLEX
ROLLNUT

U.S. Patents and Patent Applications

TITLE	PATENT/APPLICATION NUMBER	ISSUE/FILING DATE
Latch construction	5044679	9/3/1991
Anti-Friction Nut	5191805	3/9/1993
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Mechanical Drive Assembly	WO9702441	1/23/1997
Mechanical Oscillator	WO9614522	5/17/1996

Domain Names

flennor.com
norcoinc.net
flennor.info
flennor.net
flennor.biz
norcoinc.info
norcoinc.biz
ballreverser.biz
ballreverser.info
flennor.ws
norco.bz
norco.ws
norcoinc.bz
norcoinc.cc
norcoinc.ws
norcoinc.com

**ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARKS, PATENTS AND DOMAIN NAMES**

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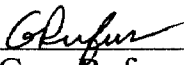
THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 3, 1998, as amended and restated as of May 31, 2001 (as further amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks, Patents and Domain Names acquired under this Assignment.

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* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 17th day of March, 2003.

MARATHON POWER TECHONOLOGIES
COMPANY, Assignor

By 
Name: Greg Rufus
Title: Treasurer & Assistant Secretary

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of _____, ____, before me personally came _____
_____ who, being by me duly sworn, did state as follows: that [s]he is
_____ of Bankers Trust Company that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the
Board of Directors of said corporation.

Notary Public

Domain Names

flenlor.com
norcoinc.net
flenlor.info
flenlor.net
flenlor.biz
norcoinc.info
norcoinc.biz
ballreverser.biz
ballreverser.info
flenlor.ws
norco.bz
norco.ws
norcoinc.bz
norcoinc.cc
norcoinc.ws
norcoinc.com