

FORM PTO-1619A
Expires 06/30/99
OMB 0851-0027

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

RECORDATION FORM COVER SHEET PATENTS ONLY

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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

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

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

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)

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Mail documents to be recorded with required cover sheet(s) information to
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office,

700077174

P.O. Box 1450, Alexandria, VA 22313

PATENT
REEL: 014499 FRAME: 0704

CH \$520.00 182284 6737227

FORM PTO-1619B
Expires 06/30/99
OMB 0651-0027

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

Correspondent Name and Address

Area Code and Telephone Number

(312) 368-4000

Name Thomas W. Ryan, Esq.

Address (line 1) PIPER RUDNICK LLP

Address (line 2) P.O. Box 64807

Address (line 3) Chicago, IL 60664-0807

Address (line 4)

Pages

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

10

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)

5737227	5370783	5065893
5411646	5185921	5074986
5340455	5090924	6187161

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month	Day	Year

Patent Cooperation Treaty (PCT)

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

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

13

Fee Amount

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

520.00

Method of Payment:
Deposit Account

Enclosed

Deposit Account

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

18-2284

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.

Thomas W. Ryan / Reg. No. 43,072

Name of Person Signing


Signature

APR 7, 2004
Date

RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

FORM PTO-1619C
Expires 05/30/99
OMB 0951-0027

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

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)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

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)

Patent Number(s)

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5785842	<input type="text"/>	<input type="text"/>
6673309	<input type="text"/>	<input type="text"/>
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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of March 30, 2004, by each of (i) Corpro Companies, Inc., an Ohio corporation ("Parent"), (ii) CCFC, Inc., a Nevada corporation ("CCFC"), (iii) Ocean City Research Corp., a New Jersey corporation ("Ocean City") and (iv) Corpro International, Inc., a Delaware corporation ("International", and together with Parent, CCFC and Ocean City, collectively, the "Grantors"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof among the Grantors, (i) Commonwealth Seager Holdings Ltd., a corporation amalgamated under the laws of the Province of Alberta, Canada and a Foreign Wholly-Owned Subsidiary of Parent ("CSH"), (ii) Corpro Canada, Inc., a corporation amalgamated under the laws of the Province of Alberta, Canada ("Corpro Canada"), and Borza Inspections Ltd., a corporation amalgamated under the laws of the Provinces of Alberta, Canada ("Borza", and, together with CSH and Corpro Canada, collectively, the "Canadian Borrowers"), Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to the Grantors and Canadian Borrowers (collectively, the "Borrowers") upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Borrowers thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party (to the extent assignable), including those referred to on Schedule I hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its owned Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Documents and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

CORRPRO COMPANIES, INC., an Ohio corporation

By: *John D. Moran*
Name: JOHN D. MORAN
Title: SENIOR V.P. / SEC'y

CCFC, INC., a Nevada corporation

By: *John D. Moran*
Name: JOHN D. MORAN
Title: SECRETARY

OCEAN CITY RESEARCH CORP., a New Jersey corporation

By: *John D. Moran*
Name: JOHN D. MORAN
Title: ASST. SEC.

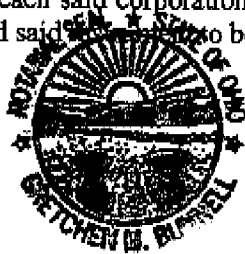
CORRPRO INTERNATIONAL, INC., a Delaware corporation

By: *John D. Moran*
Name: JOHN D. MORAN
Title: Secretary

ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO)
)
COUNTY OF CLYAHOGA) ss.

On this 29th day of March, 2004 before me personally appeared JOHN D. MORAN, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of CORPRO COMPANIES, INC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



[Signature]
Notary Public

My commission expires 5/30/06
Recorded in
Lake County
ss.

STATE OF OHIO)
)
COUNTY OF CLYAHOGA)

On this 29th day of March, 2004 before me personally appeared JOHN D. MORAN, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of CCFC, INC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



[Signature]
Notary Public

My commission expires 5/30/06
Recorded in
Lake County

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

On this 7th day of March, 2004 before me personally appeared JOHN D. MORAN, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of OCEAN CITY RESEARCH CORP., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Gretchen M. Bunnell
Notary Public

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

My commission
expires 5-30-06
Recorded in
Lake County

On this 7th day of March, 2004 before me personally appeared JOHN D. MORAN, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of CORRPRO INTERNATIONAL, INC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Gretchen M. Bunnell
Notary Public

My commission
expires 5-30-06
Recorded in
Lake County

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
Anode-Crete	1374416	12/10/85
CCI (logo)	2501468	10/30/01
Centap	1175950	11/03/81
Concor	1342115	06/24/83
Consulex Base.Coat	2035674	02/04/97
Corrpower	2449774	05/08/01
Corrpro	2545934	03/12/02
Corrspection	2506722	11/13/01
CPL	1287374	7/24/84
For Every Corner of Your World	2467102	7/10/01
Harco	839479	11/28/67
Harco	847175	04/02/68
Hirda	1174008	10/20/81
LC	1542313	06/06/89
MTCF	1966521	04/09/96
Pass	1293962	09/11/84
Pedicell	1275534	04/24/84
(may be allowed to lapse upon expiration date of 04/24/04)		
Permacell	1105957	11/14/78
Permanode	2419249	01/09/01
Platinode	1494875	07/05/88
Seawrap	1510965	11/01/88
T.A.S.C.	972251	11/06/73
Tank-Pak	1536295	04/25/89
MTCF (Japan)	4390761	06/09/00
Tank-Pak (Japan)	4416208	09/08/00
Alcoke (Canada) ⁽¹⁾	Application Pending	
Corrpro (Canada) ⁽¹⁾	Application Pending	
Corrspray	Application Pending	

- a. Trade-Mark and Trade Name Licence Agreement dated October 22, 2002 between Correpro Canada, Inc., Corrpro Canada, Inc., and Corrpro Companies, Inc.
- b. Trademark License Agreement between Corrpro Companies, Inc., CCFC, Inc., and their subsidiaries, and Savcor ART Australia Pty Ltd.
- c. Trademark License Agreement dated July 3, 2003 between Corrpro Companies, Inc., and Victus Pte Ltd, Odigo Management Group Pte Ltd, Corrpro Asia Pte Ltd., Corrpro Far East Ltd., PT Walton Indonesia.

- d. Trademark License Agreement between Corpro Companies, Inc. and Corrosion Technology Services related to the sale of the subsidiaries comprising Corpro Companies, Inc.'s Middle East operations.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

Patent Name	Patent Number	Issue Date
Software Planning Program for Coatings	5,737,227	04/07/98
Cathodic Protection Anode and Systems	5,411,646	05/02/95
Cathodic Protection System for Above-Ground Storage Tank Bottoms and Method of Installing	5,340,455	08/23/94
Electrode	5,370,783	12/06/94
Method of Making a String of Cathodic Protection Anodes	5,185,921	02/16/93
Cathodic Protection Anode, Connector, and Method of Making	5,090,924	02/25/92
Cathodic Protection System and Method for Above-Ground Storage Tank Bottoms	5,065,893	11/19/91
Electroosmosis Techniques for Removing Materials from Soil	5,074,986	12/24/91
Reference Cell	6,187,161	02/13/01
Cathodic Protection System	6,315,876	11/13/01
Composite Anode, Electrolyte Pipe Section, and Method of Making and Forming a Pipeline, and Applying Cathodic Protection to the Pipeline	6,238,545	05/29/01
Corrosion Protection Monitoring and Adjustment System	5,785,842	07/28/98
Sacrificial Anode for Cathodic Protection and Alloy therefore (Corrspray)	6,673,309	01/06/2004
Cathodic Protection System for Above-Ground Storage Tank Bottoms and Method of Installing (Canada)	2,063,034	05/23/00
Cathodic Protection System for Above-Ground Storage Tank Bottoms and Method of Installing (European)	0503678	06/28/95
Electrode (Canada)	2,075,221	12/10/02
Sacrificial Anode for Cathodic Protection and Alloy Therefor (European)	0668364	02/14/95
Sacrificial Anode for Cathodic Protection and Alloy Therefor (Mexico)	201656	05/02/01
Sacrificial Anode for Cathodic Protection and Alloy Therefor (Norway)	312204	04/08/02
Sacrificial Anode for Cathodic Protection and Alloy Therefor (Finland)	950666	
Patent pending: Sacrificial Anode for Cathodic Protection and Alloy Therefor (Canada)	Application No. 2,142,244	02/10/95
Cathodic Protection Anode and Systems (Denmark)	European Patent No. 0 623 691	06/07/99