

RE

11-04-1998



100869006

To The Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies):

Vibratech, Inc.
11980 Walden Avenue
Alden, New York 14004

10-26-98

- Individual
 - General Partnership
 - Corporation of Delaware
 - Other _____
- Additional names of conveying party(ies) attached?
 yes no

3. Nature of Conveyance

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 8, 1998

Name: Nationsbank, N.A.

Internal Address:

Street Address:
600 Peachtree Street
13th Floor
City Atlanta
State Georgia Zip 30308

- Individual
- General Partnership
- Corporation
- Other _____
- Association
- Limited Partnership

Additional name(s) & address(es) attached? yes no

4. Application number(s) or registration number(s): 4 2,184,898

If this document is being filed together with a new application, the execution date of the application is _____.

A. Trademark Application No(s). | B. Trademark Registration No(s). - See Schedule B

<2,184,898 >

Additional numbers attached? Yes No

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

Jeanne E. Longmuir
Calfee, Halter & Griswold LLP
800 Superior Avenue - Suite 1400
Cleveland, Ohio 44114-2688

6. Total number of applications and registrations involved: 1

7. Total fee (37 CVF 3.41): \$00.00

- Enclosed
- Applicant believes that there are no filing fees due at this time.
- Authorization to charge the following:
 - Deficiencies or credit any over payment.

8. Deposit account number:

03-0172 The Commissioner is hereby authorized to charge our deposit account for any deficiencies in the enclosed fees.

(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.

Jeanne E. Longmuir
Name of Person Signing

Signature

10/23/98
Date

Total number of pages comprising cover sheet: 1

CERTIFICATE OF MAILING STAMP ON REVERSE SIDE

TRADEMARK
REEL: 1818 FRAME: 0068



PATENT, TRADEMARK AND
LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") is made by VIBRATECH, INC., a Delaware corporation, having its principal office and place of business at 11980 Walden Avenue, Alden, New York 14004 ("Grantor"), in favor of NATIONSBANK, N.A., a national banking association with an office located at 600 Peachtree Street, 13th Floor, Atlanta, Georgia 30308 ("Grantee"):

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to a certain Financing and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "Financing Agreement"), which Financing Agreement provides (i) for the Grantee to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Grantee of a security interest in certain of Grantor's assets, including, without limitation, its patents, patent applications, provisional patent applications, service marks, service mark applications, service names, trademarks, trademark applications, service names, trademarks, trademark applications, trade names, goodwill associated therewith, and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreement. The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Security Interest in Patents. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) patents, provisional patent applications and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, reexaminations, divisions, continuations, continued prosecution applications, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments

now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(B) license agreements with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Financing Agreement) now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademark and Goodwill. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(B) the goodwill of Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated, and provided that an Event of Default has occurred and is continuing, Grantor will not, without Grantee's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement, other than a license to a customer in the ordinary course of business) and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement, provided, however, that nothing contained herein shall prohibit, prior to

the occurrence and continuance of and Event of Default, Grantor from (a) failing to renew any registration of a Trademark which Grantor has ceased to use and as to which Grantor, as a matter of law, has no right to renew or (b) abandoning a Patent or Trademark, or application therefor, or License that Grantor has determined is no longer needed or useful to its business. Upon the occurrence and continuance of an Event of Default, Grantor shall not fail to renew any such Trademark or abandon any such Patent, Trademark, or application therefor, or License without the prior written consent of the Lender.

5. New Patents, Trademarks, and Licenses. Grantor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses now owned by Grantor. If, before the Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, continued prosecution application, trademark registration, or license renewal, reexamination certification, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee as attorney in fact to modify this Agreement by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Agreement with the United States Patent and Trademark Office.

6. Representations and Warranties. Grantor represents and warrants to and agrees with Grantee that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To the best of Grantor's knowledge each of the Patents and Trademarks is valid and enforceable;

(iii) Grantor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(iv) This Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which Grantor is bound;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Financing Agreement); and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Terms. The term of the security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Obligations have been paid in full and the Financing Agreement has been terminated.

8. Contingent Assignment. The Grantor has executed in blank and delivered to the Grantee an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Grantor hereby authorizes the Grantee to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Grantee's remedies under this Agreement.

9. Duties of Grantor. Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Grantor. After the occurrence and during the continuation of an Event of Default, Grantor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, nor Trademark without the consent of Grantee, which consent shall not be unreasonably withheld.

10. Financing Statements; Documents. At the request of Grantee, Grantor will join with Grantee in executing one or more financing statements pursuant to any applicable version of the Uniform Commercial Code in form satisfactory to Grantee and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Grantee. Grantor will execute and deliver to Grantee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments

to be filed with the United States Patent and Trademark Office, as Grantee may require for the purpose of confirming Grantee's interest in the Patents, Trademarks and Licenses.

11. Grantee's Right to Sue. Grantee shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Paragraph 11.

12. Waivers. No course of dealing between Grantor and Grantee nor any failure to exercise nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

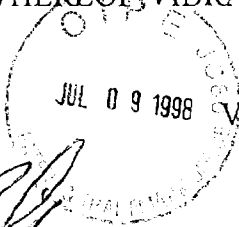
14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Effect on Financing Agreement. All of Grantee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreement or any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under Financing Agreement but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

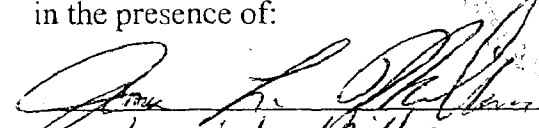
17. Governing Law. This Agreement has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

IN WITNESS WHEREOF VIBRATECH, INC. has executed this Agreement as
of the ____ day of June, 1998.

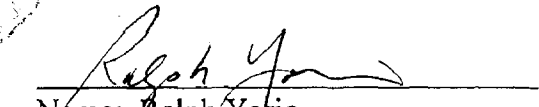


Signed and Acknowledged:
in the presence of:

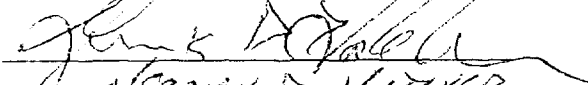
VIBRATECH, INC.



James H. Miller



Name: Ralph Yorio
Title: President



Merrick D. Hatcher



STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was executed before me this 8th day of June, 1998, by Ralph Yorio, the President of Vibratech, Inc., a Delaware corporation, on behalf of the company.

Marjorie A. Brianas

Notary Public

MARJORIE A. BRIANAS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Mar. 18, 2003

Accepted at Cleveland, Ohio,
as of June ____, 1998.

NATIONSBANK, N.A.

By: Joseph J. Virzi
Joseph J. Virzi, Senior Vice President



SCHEDULE A

PATENTS

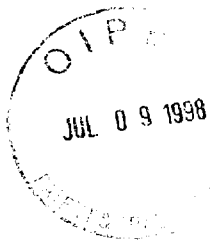
<u>Title</u>	<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>
Torsional Vibration Damper having a Roll Spun Housing and Other Improvements	110336	South Korea	1/9/97
Torsional Vibration Damper having a Roll Spun Housing and Other Improvements	164302	Mexico	7/31/92
Torsional Vibration Damper having a Roll Spun Housing and Other Improvements	0302283	European	12/29/93
Stackable Plastic Damper	667234	Australia	7/23/96
Torsional Vibration Damper having a Roll Spun Housing and Other Improvements	1,309,277	Canada	10/27/92
Stackable Plastic Damper	2 278 179	Great Britain	7/24/96
Method of Making Rubber Visous T.V. Dampers	4,339,862	U.S.	7/20/82
Rubber Viscous T.V. Dampers and Method of Making Same	4,368,807	U.S.	1/18/83
Rubber and Viscous Rubber Torsional Dampers and Method of Making Same	4,378,865	U.S.	4/5/83
Hermetic Sealing of Abutment Joints by Non-Vacuum Focused Energy Welding	4,386,728	U.S.	6/7/83
Rotary Hydraulic Damper	4,411,341	U.S.	10/25/83
Caster Shimmy Damper Including a Viscous Damping Medium	4,432,116	U.S.	2/21/84
Viscous Damper having Rigid Plastic Structure	4,432,254	U.S.	2/21/84
Torsional Vibration Damper having a Roll Spun Housing and Other Improvements	4,872,369	U.S.	10/10/89



<u>Title</u>	<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>
Method of Making Torsional Vibration Damper having a Roll Spun Housing	4,953,778	U.S.	9/4/90
Stackable Plastic Damper	5,421,221	U.S.	6/6/95
Position Dependent Variable Output Torque Viscous Damper	5,542,507	U.S.	8/6/96
Torsional Vibration Damper having a Roll Spun Housing and Other Improvements	PI 8803830	Brazil	5/26/92

PENDING PATENT APPLICATIONS

<u>Title</u>	<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>
Magnetic Fluid TVD	08-725,706	U.S.	10/4/96



SCHEDULE B

TRADEMARKS

Mark: Vibratech

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
92/3474	South Africa	4/24/92
92/3475		
251,754	Sweden	9/17/93
368,218	Canada	4/27/90
553287	Italy	11/11/91
1,185,591	Germany	8/25/92
1,307,251	Spain	2/15/93
1,307,252	Spain	5/6/91
1,371,347	Great Britain	1/27/89
1,371,348		
1,518,303	France	3/8/89
1,533,932	U.S.	4/11/89

Mark: Fluidampr

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
215721	New Zealand	1/21/92
1,449,297	U.S.	7/28/87

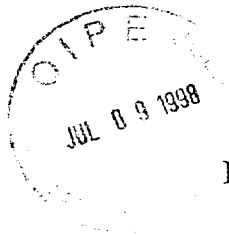
Mark: Streetdampr

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
75/252643 2184898	U.S.	12/12/96 08/25/98

Mark: VSG (Viscous Speed Governor)

JUL 09 1998

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
491086	Canada	3/9/98
000413351	European Community	11/12/96
2,097,558	U.S.	9/16/97



SCHEDULE C

LICENSE AGREEMENTS

<u>Licensors</u>	<u>Licensee</u>	<u>Subject Matter</u>	<u>Date</u>
RST Racing Technologies, Ltd.	Grantor	Can-Balance Technology	2/25/97
Computer Associates International, Inc.	Grantor	Software: "CA-PRMS UNIPACK MFG PLUS AND SALES ANALYSIS WORKBENCH"	1/1/97
SFI Foundation, Inc.	Grantor	SFI name and logo	6/9/86
Grantor	STE Schwingungstechnik GmbH	Manufacture of torsional vibrational dampers	12/23/97

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, VIBRATECH, INC. organized and existing under the laws of the State of Delaware having a place of business at 11908 Alden Avenue, Alden, New York 1404 (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Trademarks and the registrations thereof and registration applications therefor;

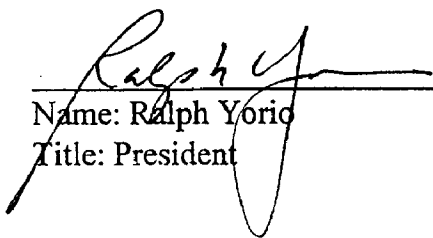
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Trademarks, together with (a) the registrations of and registration applications for the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of June, 1998.

VIBRATECH, INC.


Name: Ralph Yorio
Title: President

The foregoing assignment of the Trademarks and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, 199__.

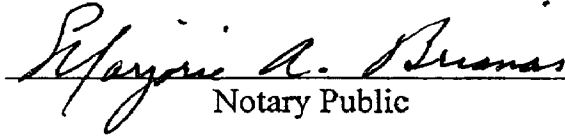
[Assignee] _____

By: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this the 8th day of June, 1998, before me appeared Ralph Yorio, the person who signed this instrument, who acknowledged that he is the President of Vibratex, Inc., and that being duly authorized he signed such instrument as a free act on behalf of Vibratex, Inc.


Notary Public

[Seal}

My commission expires: _____ MARJORIE A. BRIANAS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Mar. 18, 2003

ANNEX

Trademark
or
Service Mark

Registrations--
United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark
or
Service Mark

Registrations--
United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]

EXHIBIT 2

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, VIBRATECH, INC. organized and existing under the laws of the State of Delaware having a place of business at 11980 Walden Avenue, Alden, New York 14004 (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents and the registrations thereof and registration applications therefor;

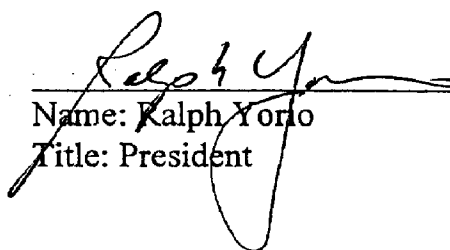
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents, together with (a) the registrations of and registration applications for the Patents, (b) the goodwill of the business symbolized by and associated with the Patents and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents or the registrations thereof or such associated goodwill.

This Assignment of Patents (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents (U.S.) below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of June, 1998.

VIBRATECH, INC.


Name: Ralph Yorio
Title: President

The foregoing assignment of the Trademarks and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, 199__.

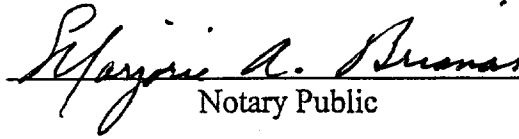
[Assignee] _____

By: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this the 8th day of June, 1998, before me appeared Ralph Yorio, the person who signed this instrument, who acknowledged that he is the President of Vibratech, Inc., and that being duly authorized he signed such instrument as a free act on behalf of Vibratech, Inc.


Notary Public

[Seal]

My commission expires: MARJORIE A. BRIANAS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Mar. 18, 2003

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