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03-30-1999

OMB No. 0651-0071 (exp. 4/9)

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

1. Name of conveying party(ies): Roberts-Gordon LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

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

Execution Date: February 23, 1999

2. Name and address of receiving

Name: Heller Financial, Inc., as Agent

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State Delaware, Other

If assignee is not domiciled in the United States, a designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration See Attached Exhibit A

Additional numbers attached? Yes No

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

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations

7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

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

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.

NANCY BUTLER Name of Person

Nancy Butler Signature

3-1-99 Date

Total number of pages including cover sheet, attachments, and

7

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

TRADEMARK REEL: 1875 FRAME: 0215

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
CO-RAY-VAC	815,870	09/27/66
GORDON-RAY	826,409	03/28/67
VANTAGE	1,462,700	10/27/87
ECONOVAC	1,662,388	10/29/91
TYKRON	1,868,163	12/20/94

SEE EXHIBIT A ATTACHED

TRADEMARK APPLICATIONS

ROBERTS-GORDON	75/060,490	02/21/96
ENERGYTUBE	75/159,210	09/03/96
CARIBE	ITU APPLICATION FILED 02/05/97	

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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NONE

TRADEMARK SECURITY AGREEMENT

WHEREAS, ROBERTS-GORDON LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark Licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Dines Industrial Group, Inc., a Delaware corporation ("Dines"), Roberts-Gordon, Inc., a Delaware corporation ("RG"), Reyco Industries, Inc., a Delaware corporation ("Reyco"), and Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender entered into that certain Credit Agreement dated as of March 4, 1997, as amended by that certain First Amendment to Loan Documents dated as of January 31, 1999 among Grantor, Dines, RG, Reyco and Agent (the Credit Agreement, as so amended, hereinafter is referred to as the "Original Credit Agreement"), pursuant to which the lenders thereunder agreed, among other things, to make loans and other financial accommodations available to Grantor, Dines, RG and Reyco, subject to the terms of, and for the purposes set forth in, the Original Credit Agreement; and

WHEREAS, Grantor, Agent and Lenders have agreed to amend and restate the Original Credit Agreement in its entirety, without constituting a novation, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as the same may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, Agent and Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Obligations" (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee for the benefit of Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items

or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of this page intentionally left blank]

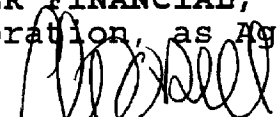
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 23rd day of February, 1999.

ROBERTS-GORDON LLC, a Delaware limited liability company

By: 
Paul A. Dines
Manager

Acknowledged:

HELLER FINANCIAL, INC., a Delaware corporation, as Agent

By: 
Chris O'Donnell
Vice President

ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Essex)

SS.

On the 19th day of February, 1999, before me personally appeared Paul A. Dines, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Manager of Roberts-Gordon LLC, a Delaware limited liability company, who being by me duly sworn, did depose and say that he is the Manager of Roberts-Gordon LLC, a Delaware limited liability company, the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Members; and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public

{Seal}

GEORGE S. BELLOWES
Notary Public, New York
My Commission Expires April 24, 2000

My commission expires:

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

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NONE