

01-04-2000



101237190

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other

Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

01/04/2000 TTON11 00000003 1447340

01 FC:481

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002005 FRAME: 0770

**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)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,447,340"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

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

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

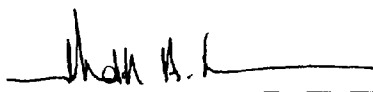
Deposit Account Number: #

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.

Meredith A. Parsons  
Name of Person Signing

  
Signature

12/30/99  
Date Signed

## TRADEMARK AND TRADENAME ASSIGNMENT

This TRADEMARK AND TRADENAME ASSIGNMENT is among FINOVA Capital Corporation, a Delaware corporation (the "Lender"), and Ovenworks, LLC (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan and Security Agreement dated as of December 23, 1999 ("the Loan Agreement") among the Lender and the Assignee.

WHEREAS, the Lender, as secured party pursuant to the Loan and Security Agreement dated as of April 18, 1997 (as amended, the "Loan and Security Agreement") between Lender and Cutler Industries, L.L.C., an Illinois limited liability company ("Borrower") and the "Loan Documents" (as defined therein), has been granted a security interest by the Borrower in certain trademarks and tradenames registered in the United States Patent and Trademark Office (as shown in Exhibit 1 attached hereto, collectively, the "Trademarks"), which the Borrower has adopted, used, and is using and which the Borrower owns;

WHEREAS, the Lender, as secured party pursuant to the Loan Agreement and the Loan Documents, has further been granted a security interest by the Borrower in certain common law trademarks and tradenames which the Borrower has adopted, used, is using and which the Borrower owns;

WHEREAS, the Lender, for good and valuable consideration, and pursuant to Section 9-504 of the Uniform Commercial Code and the Foreclosure Agreement dated as of December 23, 1999 between Assignee and FINOVA, desires to sell, assign and transfer to the Assignee all of the Borrower's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past, present and future damages associated therewith, together with the good will of the business symbolized by the Trademarks and registration thereof;

WHEREAS, the Lender, pursuant to the Loan Agreement and the Loan Documents, is acting as an attorney-in-fact for Borrower to ensure the transfer to the Assignee of all of the Borrower's right, title and interest in and to the Trademarks; and

WHEREAS, the Assignee is desirous of acquiring the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lender hereby sells, assigns and transfers to the Assignee, and its successors, assigns and legal representatives, and the Assignee does hereby accept, all of the Borrower's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, together with the goodwill of the business symbolized by the Trademarks and registrations thereof.

THE LENDER MAKES NO REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE TRADEMARKS OR THE QUANTITY

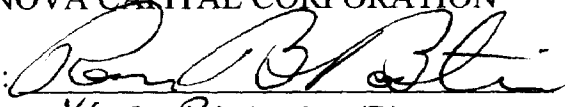
THEREOF; THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALUE OF THE TRADEMARKS; AND THE TRADEMARKS ARE SOLD AND ASSIGNED WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS.

It is the Lender's intent, under Section 9-504 of the UCC and other applicable law, to transfer all of the Borrower's right, title and interest in and to the Trademarks to the Assignee for value.

[Signature Page to Follow]

Signed this 23<sup>rd</sup> day of December, 1999.

FINOVA CAPITAL CORPORATION

By:   
Its: VICE PRESIDENT

OVENWORKS, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Acknowledged this 12th day of  
November, 1999 by:

~~COYLER INDUSTRIES, D.B.C.~~  
~~By: FINOVA CAPITAL CORPORATION,~~  
~~Secretary of Coyler Industries,~~  
~~\_\_\_\_\_~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

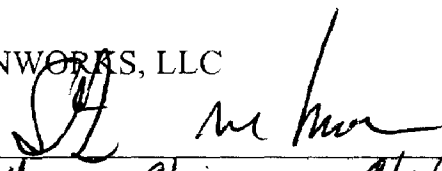
[Signature Page to Trademark and Tradename Assignment]

Signed this 23rd day of December, 1999.

FINOVA CAPITAL CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

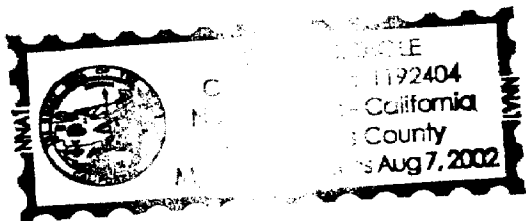
OVENWORKS, LLC

By:  \_\_\_\_\_  
Its: Manager, Chairman + Chief Financial Officer

[Signature Page to Trademark and Tradename Assignment]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS )  
ANGELES

On this 23<sup>rd</sup> day of December, 1999, personally appeared Ron B. Bernstein and known to me to be a Vice President of FINOVA Capital Corporation, the Lender above named, and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Lender and pursuant to authority duly received.



Jenny C. Jagh  
Notary Public

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 23<sup>rd</sup> day of November, 1999, personally appeared Stephen H. Armas, and known to me to be a Manager, Chairman\* of Ovenworks, L.L.C., the Assignee above named, and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Assignee and pursuant to authority duly received.

*\* also Chief Financial Officer*

Meredith A. Parsons  
Notary Public



[Notary Page to Trademark and Tradename Assignment]

EXHIBIT 1

TO

TRADEMARK SECURITY AGREEMENT

Dated as of December 23, 1999

<u>TRADEMARK</u>	REGISTRATION <u>NO.</u>	REGISTRATION <u>DATE</u>	<u>COUNTRY</u>
Workhorse	1,447,340	July 14, 1987	USA
Workhorse	350,710	February 3, 1989	Canada

~~Security Page to Trademark and Trade Name Assignment~~