

01-27-2000



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OPR/FINANCE

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  
12211999

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
12211999

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

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

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.)

Citizenship/State of Incorporation/Organization

01/24/2000 DNGUYEN 00000228 1195581

FOR OFFICE USE ONLY

01 FC:481

40.00 0P

**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

(313) 465-7208

Name

Honigman Miller Schwartz and Cohn

Address (line 1)

Gayle Aiken, Legal Assistant

Address (line 2)

2290 First National Building

Address (line 3)

Detroit, MI 48226

Address (line 4)

**Pages**

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

#

-10-

**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)**

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

**Registration Number(s)**

1195581	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

-1-

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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.

Gayle Aiken

Name of Person Signing

Signature

12/28/99

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12 21 1999

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional 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

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# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

## Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Wellman Engineered Systems, Inc.

12 21 1999

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

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Address (line 3)

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Agreement or the assignment thereof to the Lender or the receipt by the Lender of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Lender be required or obligated in any manner to perform or fulfill any of the obligations of any Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. **Effect of Collateral Assignment and Remedies.** Each Borrower agrees that upon the occurrence of an Event of Default (after any applicable grace or cure periods) under the Loan Agreement, the Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon any Borrower or any other person (all and each of which demands, advertisements or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of the Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Lender shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations in such order as the Lender in its sole discretion shall determine, each Borrower remaining liable for any deficiency therein. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in any Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, each Borrower waives all the claims, damages and demand against the Lender arising out of the repossession, retention or sale of the Collateral, unless the Lender acts with gross negligence or willful misconduct. Each Borrower agrees that the Lender need not give more than 21 days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. **Refiling.** If, before the Debt is paid in full, any Borrower obtains any rights in or to any new or additional Intellectual Property Rights, the provisions of this Agreement shall apply thereto and Lender is hereby authorized to amend Schedule 1 and re-file this Agreement as appropriate.

6. **Power of Attorney.** Each Borrower hereby authorizes the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in the Lender's sole discretion, as each Borrower's true and lawful attorney-in-fact, with power (i) to endorse each Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the perfection of a security interest in the Collateral, (ii) from and after the occurrence of any Event of Default (after any applicable grace or cure periods) in accordance with this Agreement



and applicable law, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Assignment. This power of attorney shall be irrevocable until all of the Debt has been paid in full and all of the financing arrangements between one or more Borrowers and the Lender have been terminated and Lender has no further obligation to make loans to any Borrower.

7. **Specific Performance; Injunctive Relief.** Each Borrower agrees that, in addition to all other rights and remedies granted to Lender in this Agreement, the Loan Agreement and any other collateral security document, Lender shall be entitled to specific performance and injunctive and other equitable relief, and each Borrower further agrees to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

8. **Grant of License to Use Intangibles.** In addition to and for the purpose of enabling the Lender to exercise rights and remedies under Sections 4 and 5 hereof, each Borrower shall permit Lender reasonable access to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof. In addition, upon an Event of Default (after any applicable grace or cure periods), Lender, and its assigns, shall have a non-exclusive license throughout the world in all Trademarks, Patents, Copyrights, and Intellectual Property Rights for the manufacture, sale and distribution of inventory or other goods of each Borrower and for the sale and use of any assets of any Borrower in which Lender has a security interest (whether now or in the future.)

9. **Representation and Warranties.** Each Borrower represents and warrants that Schedule 1 contains a complete and correct list of all the trademark registrations and trademark applications, copyright registrations and copyright applications and patents and patent applications, respectively, if any, (i) owned by the company or (ii) licensed to or by each Borrower (together with the terms of such licenses). Each Borrower additionally represents and warrants to the best of its knowledge that except as set forth in Schedule 1, there is no currently pending patent application on which any agent or employee of any Borrower is listed as an inventor. Except as set forth in Schedule 1, each Borrower owns free and clear of all liens all right, title and interest in, or has full right and authority to use, all Collateral necessary or desirable for the conduct of its businesses as currently conducted, as previously conducted or as currently proposed to be conducted. Except as set forth in Schedule 1, no claim by any other person or entity ("Person") contesting the validity or ownership of any Collateral has been made, is currently outstanding or is threatened and neither Borrowers nor any executive of any Borrower thereof has received any notice of, or is aware of any fact which would indicate a likelihood of, any infringement or misappropriation upon, or conflict with, any other Person's intellectual property. Except as set forth in the Schedule 1, and to the knowledge of the Borrowers, none of the Collateral infringes or misappropriates upon, or conflicts with, any intellectual property of any Person, and no infringement, misappropriation or conflict will occur as a result of

the continued operation of the businesses as now conducted or as currently proposed to be conducted. The transactions contemplated by this Agreement will have no adverse effect on any Borrower's rights in and to the Collateral. Each Borrower has taken all action necessary or desirable to protect the Collateral and will continue to take such action prior to Closing so as to not adversely affect the validity or enforcement of the Collateral, except as set forth in Schedule 1, except as to Collateral which each Borrower in its judgement determines to be in its best interests to abandon or not to enforce or protect, provided Lender is given prior notice of such intent. Each Borrower further agrees that it will at its expense, at the Lender's request, defend the Lender's and Borrower's respective interests in the Collateral from any and all claims and demands of any other person, except as to Collateral which each Borrower in its judgement determines to be in its best interests to abandon or not to enforce or protect, provided Lender is given prior notice of such intent, and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any other person except liens permitted by the Loan Agreement; provided, however, that prior to the occurrence of an Event of Default and until the expiration of any applicable grace or cure period, nothing contained in this Agreement shall affect any Borrower's right to grant non-exclusive licenses to third parties to use any portion of the Collateral.

10. **Restrictions on Future Agreements.** Each Borrower agrees that until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated and Lender has no further obligation to make loans to any Borrower, it will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially inconsistent with Borrowers' obligations under this Agreement and each Borrower 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 materially affect the validity or enforcement of any of the rights transferred to Lender under this Agreement, except as to Collateral which each Borrower in its judgement determines to be in its best interests to abandon or not to enforce or protect, provided Lender is given prior written notice of such intent.

11. **Covenants Regarding Collateral.**

(a) Except as to Collateral which each Borrower in its judgment determines to be in its best interests to abandon or not to enforce or protect, each Borrower (either itself or through licensees) shall (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) employ each Trademark, Copyright and Patent with the appropriate notice of application or registration on applicable products or services, (iii) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Patent may become invalidated or unenforceable, any Trademark right may become abandoned or unenforceable, any Copyright right may become unenforceable, or any Intellectual Property Right may become unenforceable, (iv) prosecute diligently any trademark

application, copyright application or any patent application which is pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and (v) preserve and maintain all rights in and to the Collateral.

(b) Except as set forth in Schedule 1, each Borrower shall notify the Lender reasonably promptly if it knows, or has reason to know, that any application or registration relating to any of the Collateral may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Borrower's ownership of any of the Collateral, its right to register the same, or to keep and maintain the same except for such abandonment, determination or dedication which is permitted under subparagraph (a) above.

(c) Each Borrower will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under subparagraphs (a) and (b) above) or as set forth in Schedule 1.

(d) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, each Borrower shall provide reasonably prompt notice to Lender and take such action as Borrower shall reasonably deem appropriate under the circumstances, which may include suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Collateral (except to the extent that infringement, misappropriation, or dilution is permitted under subparagraph (a) or (b) above).

(e) At its option, Lender may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by any Borrower to provide insurance satisfactory to the Lender. Each Borrower agrees to reimburse Lender on demand for any payment reasonably made in any expense incurred by Lender pursuant to the foregoing authorization. Subject to Lender's rights under the License Agreement, until an Event of Default occurs and after expiration of any applicable grace or cure period and an acceleration on the loans, Borrowers may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement.

12. **Notice.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Loan Agreement.

13. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. **No Waiver; Cumulative Remedies.** The Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Lender, and then only to the extent therein set forth. A waiver by the Lender of any right or remedy which the Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or in the License Agreement or any other agreements between the parties.

15. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

16. **Limitations by Law.** All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law which may be controlling and are limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other collateral security document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreements or any other collateral security document. This Agreement may be signed in separate counterparts.

18. **Termination and Reassignment.** The Lender agrees that upon the termination or expiration of the Loan Agreement and termination of any obligations of Lender to make loans to any Borrower and the payment and performance in full of all the Obligations, the Lender will promptly execute documents releasing the security interests created hereby and to reassign Lender's interest in the collateral to Borrowers, without warranty, representation or guaranty of any nature or kind.

19. **Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws (and not the laws of conflict) of the State of Michigan.

20. Entire Agreement. This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement, and may only be amended or modified in writing signed by all parties.

21. Waiver Of Jury Trial. THE LENDER AND THE BORROWERS, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE LENDER NOR THE BORROWERS SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE LENDER OR THE BORROWERS EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE LENDER AND THE BORROWERS.

WELLMAN THERMAL SYSTEMS  
CORPORATION,  
an Indiana Corporation

By: JH Cherry  
Name J. H. CHERRY  
Title Secretary

WELLMAN AUTOMOTIVE PRODUCTS, INC.,  
an Indiana Corporation

By: JH Cherry  
Name J. H. CHERRY  
Title Secretary

WELLMAN ENGINEERED SYSTEMS, INC.,  
an Indiana Corporation

By: JH Cherry  
Name J. H. CHERRY  
Title Secretary

WELLMAN THERMAL SYSTEMS, INC.,  
an Indiana Corporation

By: JH Cherry  
Name J. H. CHERRY  
Title Secretary

WELLMAN FURNACES, INC.,  
an Indiana Corporation

By: JH Cherry  
Name J. H. CHERRY  
Title Secretary

DACCO, INC.,  
an Indiana Corporation

By: JH Cherry  
Name J. H. CHERRY  
Title Secretary

GMAC BUSINESS CREDIT, LLC

By: John R. Lonsdale  
Name John R. Lonsdale  
Title Vice President

**Schedule 1**

**Patents and Trademarks**

**A. Patents**

<b>U.S. Patent No.</b>	<b>Date Awarded</b>	<b>Original Assignee</b>	<b>Claimed Subject</b>
5,251,589	10/12/93	Wellman Automotive Products, Inc.	Hot tip glow plug and method for making
4,476,373	10/09/84	Wellman Thermal Systems Corporation	Control system and method of controlling ion nitriding apparatus
5,122,637	06/16/92	Wellman Thermal Systems Corporation	Temperature controlled soldering iron having low tip leakage voltage
4,219,692	08/26/80	Wellman Thermal Systems Corporation	Electric furnace heater assembly
4,331,856	05/25/82	Wellman Thermal Systems Corporation	Control system and method of controlling ion nitriding apparatus
4,346,252	08/24/82	Wellman Thermal Systems Corporation	Soft wall hanger for furnace
4,477,717	10/16/84	Wellman Thermal Systems Corporation	Fast start glow plug
4,592,134	06/03/86	Wellman Thermal Systems Corporation	Glow plug
4,700,315	10/13/87	Wellman Thermal Systems Corporation	Method and apparatus for controlling the glow discharge process
5,191,634	03/02/93	Wellman Thermal Systems Corporation	Screw plug immersion heater comprising separate header and threaded sleeve sections

**B. Trademarks**

<b>Owner</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Description</b>	<b>Design Attached</b>
Wellman Thermal Systems Corporation	73-284384	1195581	The Mark comprises the stylized letters "WEC" within a border comprising two concentric circles	Yes