

11/14/00

02-11-2000

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

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



101265997

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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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. 20503

REEL: 002020 FRAME: 0273

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

(317) 238-6227

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" value="1,557,633"/>	<input type="text" value="2,050,387"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,535,001"/>	<input type="text" value="2,070,977"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,239,971"/>	<input type="text" value="2,085,324"/>	<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.

Bradley S. Fuson, as Attorney
for Receiving Party

Name of Person Signing


Signature

12/28/99

Date Signed

ASSIGNMENT

This Assignment is executed and delivered effective as of March 5, 1999, by and between BANK ONE, INDIANA, NA, successor by merger to NBD BANK, N.A., a national banking association with its principal offices located at 111 Monument Circle, Indianapolis, Indiana 46277 ("Bank One"), and UNION PLANTERS BANK, N.A., a national banking association with its principal offices located at One Indiana Square, Indianapolis, Indiana 46204 ("Union Planters Bank").

WITNESSETH:

WHEREAS, NBD Bank, N.A. previously provided certain financing to Cohesant Technologies Inc., a Delaware corporation ("Borrower"), pursuant to and evidenced by certain agreements, documents and instruments as more particularly identified on Exhibit A attached hereto and incorporated herein by reference (such agreements, documents and instruments hereinafter collectively referred to as "Loan Documents"); and

WHEREAS, NBD Bank, N.A. previously sold, conveyed and assigned to Union Planters Bank certain of its assets effective as of March 5, 1999 pursuant to the terms of an Assignment of Office Loans, Notes, Agreements and Pledges dated March 5, 1999, and included within such assets were the credit facilities previously extended by NBD Bank, N.A. to the Borrower as evidenced by the Loan Documents; and

WHEREAS, effective as of June 21, 1999, NBD Bank, N.A. was merged with and into Bank One, Indiana, NA; and

WHEREAS, Bank One and Union Planters Bank wish to enter into this Assignment to explicitly confirm the formal assignment, sale and conveyance to Union Planters Bank of the obligations of the Borrower to Bank One (then NBD Bank, N.A.), together with all rights and obligations of Bank One (then NBD Bank, N.A.) pursuant to the Loan Documents and all other credit, collateral and ancillary documents as set forth on Exhibit A attached hereto to Union Planters Bank and Union Planters Bank desires to have such rights and obligations assigned to it.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank One and Union Planters Bank hereby agree as follows:

1. The above recitals are incorporated into and made a part of this Assignment.
2. For good and valuable consideration paid by Union Planters Bank, receipt of which is hereby acknowledged, Bank One (then NBD Bank, N.A.) hereby confirms that it has assigned, sold and transferred to Union Planters Bank, all of its rights, title, and interests in and to the Loan Documents including, without limitation, the right to collect the liabilities of the Borrower thereunder, the security interests granted by the Borrower and the right to foreclose such security interests, and Union Planters Bank hereby accepts such assignment, conveyance and sale of the Loan

Documents and the rights and obligations thereunder and agrees that the assignment and conveyance as contemplated under this Assignment shall be without liability or recourse to Bank One.

3. Bank One agrees to cooperate with Union Planters Bank in giving effect to and perfecting this Assignment and the other agreements contemplated hereby.

4. Union Planters Bank hereby accepts the foregoing Assignment and agrees to perform all of Bank One's obligations under the Loan Documents in accordance with their respective terms.

IN WITNESS WHEREOF, this Assignment has been entered into by the duly authorized officers on behalf of Bank One, Indiana, NA and Union Planters Bank, N.A. as of the date first above written.

BANK ONE, INDIANA, NA

By: Mary Ann Pekar

Printed: MARY ANN PEKAR

Title: VICE PRESIDENT

UNION PLANTERS BANK, N.A.

By: Janet Carter
Janet K. Carter, Vice President


STATE OF Ohio)
)SS:
COUNTY OF Franklin)

Before me the undersigned, a Notary Public for Franklin County, State of ~~Ohio~~ Indiana, personally appeared Mary Ann Petar, the Vice President of Bank One, Indiana, NA, a national banking association, who acknowledged the execution of the above and foregoing Assignment for and on behalf of such entity.

Witness my hand and notarial seal this 13 day of December, 1999.

My Commission Expires:
11/4-2002

My County of Residence:
Franklin

Sylvia Dorsey
Signature

SYLVIA A. DORSEY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOV. 4, 2002

STATE OF)
)SS:
COUNTY OF)

Before me the undersigned, a Notary Public for HAMILTON County, State of Indiana, personally appeared JANET K. CARTER, the VICE PRESIDENT of Union Planters Bank, N.A., a national banking association, who acknowledged the execution of the above and foregoing Assignment for and on behalf of such entity.

Witness my hand and notarial seal this 3rd day of DECEMBER, 1999.

My Commission Expires:
2-11-2000

My County of Residence:
MARION

Myrtilene Merriweather
Signature
MYRTLENE MERRIWEATHER
Printed

STATE OF)
)SS:
COUNTY OF)

Before me the undersigned, a Notary Public for Marion County, State of Indiana, personally appeared Dwight D. Goodman the Pres. & CEO of Cohesant Technologies Inc., a Delaware corporation, who acknowledged the execution of the above and foregoing Assignment for and on behalf of such entity.

Witness my hand and notarial seal this 16th day of December, 1999.

My Commission Expires:

04/04/2007

Marchelle Bray
Signature

My County of Residence:

MARION

MARChelle BRAY
Printed

This instrument prepared by:

Bradley S. Fuson, Esq.
Krieg DeVault Alexander & Capehart, LLP
2800 One Indiana Square
Indianapolis, Indiana 46204-2017
(317) 636-4341

IM-270962-1

TRADEMARK
REEL: 002020 FRAME: 0278

The undersigned hereby acknowledges and consents to the execution and effect of the
regoing Assignment as of this 16th day of DECEMBER, 1999.

COHESANT TECHNOLOGIES INC.

By: Dwight D. Goodman

Printed: DWIGHT D. GOODMAN

Title: PRESIDENT & CEO

EXHIBIT A TO ASSIGNMENT

**SECURED REVOLVING LINE OF CREDIT
PROVIDED TO
COHESANT TECHNOLOGIES INC.
BY
NBD BANK, N.A.**

May 15, 1998

Definitions

Bank: NBD Bank, N.A.
One Indiana Square
Indianapolis, Indiana 46266

Borrower: Cohesant Technologies Inc.
5845 West 82nd Street, Suite 102
Indianapolis, Indiana 46278

Guarantor: Glas-Craft, Inc.
5845 West 82nd Street, Suite 102
Indianapolis, Indiana 46278

Raven: Raven Lining Systems, Inc.
1024 North Lansing
Tulsa, Oklahoma 74106

Guarantors: Glas-Craft and Raven, jointly and severally

Schedule of Closing Documents

<u>Tab Number</u>	<u>Document</u>
1	Credit and Security Agreement executed by Borrower and Bank
2	Revolving Line of Credit Note (\$3,500,000.00) executed by Borrower
3	Application for Advance and Borrowing Base Certificate
4	Unconditional Unlimited Continuing Guaranty executed by Guarantors
5	Security Agreements executed by Guarantors
6	Lender's Loss Payee Endorsement and Copies of Casualty and General Liability Insurance Policies regarding Borrower

- 7 Lender's Loss Payee Endorsement and copy of casualty and General Liability Insurance Policies regarding Guarantors
- 8 Certificate of Existence regarding Borrower issued by Delaware Secretary of State's Office
- 9 Certificate of Existence regarding Glas-Craft issued by Indiana Secretary of State's Office
- 10 Certificate of Existence regarding Raven issued by Missouri Secretary of State's Office
- 11 Certificate Regarding Articles of Incorporation, By-Laws, Resolutions and Incumbency regarding Borrower
- 12 Certificate Regarding Articles of Incorporation, By-Laws, Resolutions and Incumbency regarding Glas-Craft
- 13 Certificate Regarding Articles of Incorporation, By-Laws, Resolutions and Incumbency regarding Raven
- 14 Opinion of Counsel
- 15 Pre-Closing UCC-11 Search Results
- (a) Indiana Secretary of State
 - (b) Marion County, Indiana Recorder
 - (c) Ohio Secretary of State
 - (d) Oklahoma Secretary of State
- 16 UCC-1 Financing Statements
- (a) Indiana Secretary of State
 - (b) Marion County, Indiana Recorder
 - (c) Ohio Secretary of State
 - (d) Oklahoma Secretary of State
- 17 Assignment, Security Agreement and Mortgage-Trademarks executed by Glas-Craft and Bank

AMENDMENT NO. 1 TO CREDIT FACILITIES

April __, 1999

Revised Definition

Bank: Union Planters Bank, N.A.
One Indiana Square
Indianapolis, Indiana 46204

<u>Tab No.</u>	<u>Document</u>
18	Amendment No. 1 to Credit and Security Agreement executed by Borrower and Bank
19	Revolving Line of Credit Note (\$3,500,000.00) executed by Borrower
20	Consent and Confirmation of Guaranty executed by Guarantors
21	Assignment executed by NBD Bank, N.A. and Bank
22	UCC-3 Statements of Assignment (a) Indiana Secretary of State (b) Marion County, Indiana Recorder (c) Ohio Secretary of State (d) Oklahoma County Clerk
23	Assignment documents filed with Patent and Trademark Office

IM-162632-1