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01-08-2001



HEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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ched	original	documents	or conv	thereof

To the Honorable Commissioner of Pate.	ched original documents or copy thereof.				
Name of conveying party(ies): Con Manufacturing Company	Name and address of receiving party(ies):				
Coe Manufacturing Company 609 Bank Street	Name: GMAC Business Credit, LLC				
Painesville, Ohio 44077	Internal Address:				
☐ Individual(s) ☐ Association	Street Address: 630 Fifth Avenue, 30th Floor				
☐ General Partnership ☐ Limited Partnership	City: New York State: NY ZIP: 10111				
☐ Corporation-State: Ohio	☐ Individual(s) citizenship				
Other	Association				
Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No	General Partnership				
3. Nature of conveyances:	☐ Limited Partnership				
☐ Assignment ☐ Merger	☐ Corporation-State ☑ Other Llimited Liability Company				
⊠ Security Agreement	23 Other Emitted Elability Company				
Other	If assignee is not domiciled in the United States, a domestic representative				
	designation is attached ☐ Yes ☒ No				
Execution Date: November 13, 2000	(Designations must be a separate document from Assignment)				
	Additional Name(s) & address(es) attached? ☐ Yes ☒ No				
4. Application Number(s) or registration number(s):					
A. Trademark Application.(s)	B. Trademark registration No.(s)				
SEE ATTACHED SCHEDULE A	SEE ATTACHED SCHEDULE A				
Additional numbers attached? Yes No					
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:				
Name: Federal Research Corporation	7. Total fee (37 CFR 3.41): \$240 W				
Internal Address:	☐ Enclosed				
					
	Authorized to be charged to deposit account				
Street Address: 400 Seventh Avenue, N.W., Suite 101	8. Deposit account number:				
City: Washington State: DC ZIP: 20004	(Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE THIS SPACE					
Statement and signature. To the best of my knowledge and belief, the foregoing inforthe original document	mation is true and correct and any attached copy is a true copy of 12/11/00				
Luisa Vizcarrondo	Date				
Name of Person Signing	Signature ses including coversheet, attachments and document: 5				
Total number of pages including deviation to:					

Mail documents to be recorded with required coversheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

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TRADEMARK REEL: 002207 FRAME: 0129

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated November 13, 2000, by and between The Coe Manufacturing Company and GMAC Business Credit, LLC.

REGISTRATION NO. OR APPLICATION NO.	REGISTRATION OR FILING DATE	MARK
76-023,290 (Serial No.)	4/11/00 (Filing Date)	COE SKOOG
1,831,197	4/19/94	PERFECTSHAPE
1,625,718	12/4/90	D TEC
1,200,182	7/6/82	MOORE INTERNATIONAL
1,178,957	11/24/81	TRIM-IZER
988,301	7/16/74	MORVUE
537,343	2/6/51	COE
518,061	11/29/49	COE
549,737	10/23/51	SKOOG

TRADEMARK REEL: 002207 FRAME: 0130

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TRADEMARK GRANT OF SECURITY INTEREST

WHEREAS, The Coe Manufacturing Company, a corporation formed under the laws of Ohio, located at 609 Bank Street, Painesville, Ohio 44077 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Business Credit, LLC ("Lender") pursuant to (i) a certain Promissory Note Agreement, dated the date hereof, among Lender, Borrower and CMC Acquisition Company, Inc. and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York November 13, 2000	
Witness: Wirian a. Mazy	By: Name: Title:
Witness:	GMAC BUSINESS CREDIT, LLC
	By: Name: Title:

10895093/KME/214516/011 11/13/00 Trademark Grant of Security Interest

TRADEMARK GRANT OF SECURITY INTEREST

WHEREAS, The Coe Manufacturing Company, a corporation formed under the laws of Ohio, located at 609 Bank Street, Painesville, Ohio 44077 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Business Credit, LLC ("Lender") pursuant to (i) a certain Promissory Note Agreement, dated the date hereof, among Lender, Borrower and CMC Acquisition Company, Inc. and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

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Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York November 13, 2000	
Witness:	THE COE MANUFACTURING COMPANY
	By: Name: Title:
Witness:	GMAC BUSINESS CREDIT, LLC By: Name: Title:

1089509.3/KME/214516/011 11/13/00

OHIO	
STATE OF NEW YORK)
LAKE	: ss.:
COUNTY OF NEW YORK)

On this 13 day of November, 2000, before me personally came PARRYL DILENBACK, to me known, who, being by me duly sworn, did depose and say that the is the PRES CEO of The Coe Manufacturing Company, the corporation described in and which executed the foregoing instrument; and that she signed her/his name thereto by order of the board of directors of said corporation.

lotary Public

KENNEULF. JESENOVEC Notary Public, State of Ohio My Commission Expires May 7, 2001 (Recorded in Lake County)

STATE OF NEW YORK

: ss.:

COUNTY OF NEW YORK)

On this <u>Y-14</u> day of November, 2000, before me personally came <u>Cray Mile</u>, to me known, who, being by me duly sworn, did depose and say that s/he is the <u>Director</u> of GMAC Business Credit, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

KEVIN MICHAEL EISENBERG Notary Public, State of New York No. 02El6026894 Qualified in Kings County Commission Expires June 21, 2001

1089509.3/KME/214516/011 11/13/00 Trademark Grant of Security Interest

TRADEMARK
RECORDED: 12/13/2000 REEL: 002207 FRAME: 0133