



101574236

12.13.00
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To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):
Coe Manufacturing Company
609 Bank Street
Painesville, Ohio 44077

- Individual(s)
- General Partnership
- Corporation-State: Ohio
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: GMAC Business Credit, LLC

Internal Address: _____

Street Address: 630 Fifth Avenue, 30th Floor

City: New York State: NY ZIP: 10111

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyances:

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

Execution Date: November 13, 2000

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: Federal Research Corporation

Internal Address: _____

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: _____

9

7. Total fee (37 CFR 3.41): \$ 240⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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

Luisa Vizcarrondo
Name of Person Signing

12/11/00

Date

Total number of pages including coversheet, attachments and document: _____

5

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

01/04/2001 GTON11 00000153 76082290

01 FC:481
02 FC:482

40.00 OP
200.00 OP

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.

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
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 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:

David A. Nagy

THE COE MANUFACTURING COMPANY

By: [Signature]
Name:
Title:

Witness:

GMAC BUSINESS CREDIT, LLC

By: _____
Name:
Title:

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:

THE COE MANUFACTURING COMPANY

By: _____

Name:

Title:

Witness:



GMAC BUSINESS CREDIT, LLC

By: 

Name:

Title:

