TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Frank Venegas Jr.		12/11/2003	INDIVIDUAL: UNITED STATES
Ideal Shield, L.L.C.		112/11/2003	limited liability company: MICHIGAN

RECEIVING PARTY DATA

Name:	Bank One, NA
Street Address:	611 Woodward Avenue
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2791137	IDEAL SHIELD
Serial Number:	76345636	DEFENDER
Registration Number:	2227317	SHIELD IT
Registration Number:	2699242	IDEAL SHIELD
Registration Number:	2382464	IDEAL CONTRACTING
Registration Number:	2361066	IDEAL SLEEVE
Registration Number:	2273439	ULTIMATE RAIL

CORRESPONDENCE DATA

Fax Number: (202)659-1559

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (202) 659 - 6944

Email: MBergsman@dickinsonwright.com

Correspondent Name: Marc A. Bergsman Address Line 1: 1901 L Street, N.W.

TRADEMARK
REEL: 002797 FRAME: 0082

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Address Line 2: Suite 800 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036 9-182 ATTORNEY DOCKET NUMBER: NAME OF SUBMITTER: Marc A. Bergsman **Total Attachments: 12** source=Collater#page1.tif source=Collater#page2.tif source=Collater#page3.tif source=Collater#page4.tif source=Collater#page5.tif source=Collater#page6.tif source=Collater#page7.tif source=Collater#page8.tif source=Collater#page9.tif source=Collater#page10.tif source=Collater#page11.tif

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COLLATERAL ASSIGNMENT OF PROPRIETARY RIGHTS <u>AND SECURITY AGREEMENT</u>

This Collateral Assignment of Proprietary Rights and Security Agreement (this "Agreement"), is dated as of December 11, 2003 from Frank Venegas, Jr. ("F. Venegas" and Ideal Shield, L.L.C., a Michigan limited liability company, with its principal place of business at 2525 Clark Street Detroit, Michigan 48209 (the "Company" and, together with F. Venegas, the "Debtor"), in favor of Bank One, NA (successor by merger to Bank One, Michigan), with its main office in Chicago, Illinois and with a mailing address of 611 Woodward Avenue, Detroit, Michigan 48226 (the "Lender").

Debtor and Lender, among others, have entered into an Amendment and Forbearance Agreement dated March 21, 2003, as amended by the First Amendment to Amendment and Forbearance Agreement dated May, 2003 and Second Amendment to Amendment and Forbearance Agreement dated contemporaneously with this Agreement (as may be further amended from time to time, the "Forbearance Agreement") and other loan and security documents (collectively with the Forbearance Agreement, the "Loan Documents"), pursuant to which the Lender has agreed, subject to the terms and conditions set forth therein to, among other things, forbear from exercising its rights and remedies on account of certain defaults.

NOW, THEREFORE, in consideration of the above and of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Incorporation of Loan Documents</u>. The Loan Documents (and all agreements referred to or incorporated therein) and the terms and provisions thereof are hereby incorporated herein in their entirety. All terms used herein with initial capital letters but not otherwise defined herein shall have the meanings specified in the Loan Documents.
- Collateral Assignment of Trademarks, Copyrights and Patents. To secure the prompt payment and performance of all of the Debtor's and the Parties' (as that term is defined in the Forbearance Agreement) present and future indebtedness and other obligations to Lender under the Loan Documents, or otherwise, including obligations arising under any guarantees given by the Debtor in favor of the Lender at any time previously or in the future (collectively, the "Obligations"), the Debtor hereby grants to Lender a continuing security interest in, and, subject to Section 4 hereof, shall assign, transfer and convey, to the Lender all right, title and interest, in the United States and throughout the world, in, to and under the following (all of which are hereinafter collectively called the "Collateral") whether now existing or hereafter created or acquired, as to all of the above:
- (a) all United States and foreign trademarks, trade names, corporate names, Debtor names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration, now owned or hereafter acquired by the Debtor (including, without limitation, such of the foregoing listed on Schedule 1 attached hereto and made a part hereof) and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (a) the registration renewals thereof, (b) all income, royalties,

damages and payments now and hereafter due or payable under and with respect thereto including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue and recover for past, present and future infringements thereof, (c) the right to sue and recover for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing sometimes hereinafter individually or collectively referred to as the "Trademarks"):

- (b) all United States and foreign copyrights, registered or unregistered, in and to all copyrightable works including all registrations and applications therefor and all licenses thereof including, without limitation, those listed on Schedule 1, attached hereto and made a part hereof, and (a) any renewals or extensions of the registrations therefor that may be secured under the laws now or hereafter in effect in the United States or any other country or countries, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue and recover for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (sometimes individually or collectively referred to as the "Copyrights");
- (c) all United States and foreign patents and patent applications, now owned or hereafter acquired by the Debtor, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, all licenses thereof and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue and recover for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually or collectively referred to as the "Patents"); and
- (d) all other intellectual property rights, now owned or hereafter acquired by the Debtor, including, without limitation, the intellectual property listed on Schedule 1 attached hereto and made a part hereof including, without limitation, trade secrets, know-how and confidential business information, computer software, computer programs, source code, data and documentation (including electronic media) and licenses thereof, and (a) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (b) the right to sue and recover for past, present and future infringements thereof, and (c) all rights corresponding thereto throughout the world (individually or collectively referred to as "Intellectual Property Rights").
- 3. <u>Continuing Liability</u>. The Debtor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Lender hereunder to observe and perform all the conditions and obligations to be

observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Lender shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this 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 the Debtor 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. The Debtor agrees that, two years after the occurrence of a default, Event of Default or Event of Acceleration under the Forbearance Agreement or any agreement executed in connection therewith (hereafter collectively referred to as an "Event of Default"), 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 the Debtor or any other person (all and each of which demands, advertisements or notices are hereby expressly waived), may realize upon the Collateral, or any part thereof, in one or more public or private sale or sales, 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, the Debtor 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. The Debtor agrees that the Lender need not give more than thirty 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. The Debtor 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 the Debtor's true and lawful attorney-in-fact, with power (i) to endorse the Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Lender to complete a foreclosure of the Collateral, (ii) from and after two years after the occurrence of an Event of Default, to grant or issue any exclusive or nonexclusive license under the Collateral to anyone, and (iii) from and after two years after the occurrence of any Event of Default, dispose of the Collateral to anyone. This power of attorney shall be irrevocable until all of the Obligations have been paid in full and all of the financing arrangements between the Debtor and the Lender have been terminated and Lender has no further obligation to make loans to Debtor. The Debtor agrees that, in addition to all other rights and remedies granted to Lender in this Agreement, the Loan Documents and any other collateral security document, Lender shall be entitled to specific performance and injunctive and other equitable relief.
- 5. Grant of License to Use Intangibles. In addition to and in no way limiting the effect of Section 4 hereof, for the purpose of enabling the Lender to exercise rights and remedies under Section 4 hereof at such time as the Lender, without regard to this Section 5, shall be lawfully entitled to exercise such rights and remedies, the Debtor 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.

- 6. Representation and Warranties. The Debtor 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 Debtor or (ii) licensed to or by the Debtor (together with the terms of such licenses). The Debtor additionally represents and warrants to the best of its knowledge that there are no currently pending patent applications on which any agents or employees of Debtor are listed as an inventor. To Debtor's knowledge, Debtor 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 business as currently conducted, as previously conducted or as currently proposed to be conducted. To Debtor's knowledge, 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 the Debtor nor any executive thereof has received any notice of, or is aware of any facts which would indicate a likelihood of, any infringement or misappropriation upon, or conflict with, any other Person's To Debtor's knowledge, none of the Collateral infringes or intellectual property. 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 business as now conducted or as currently proposed to be conducted. The transactions contemplated by this Agreement will have no adverse effect on the Debtor's rights in and to the Collateral. The Debtor has taken all action necessary or desirable to protect the Collateral and will continue to take such action after the date hereof so as to not adversely affect the validity or enforcement of the Collateral. The Debtor 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 Documents; provided, however, that prior to the occurrence of an Event of Default, nothing contained in this Agreement shall affect the Debtor's right, upon receipt of Lender's prior written consent, to grant non-exclusive licenses to third parties to use any portion of the Collateral.
- 7. Restrictions on Future Agreements. The Debtor agrees that until all of the Obligations have been satisfied in full and the Loan Documents have been terminated and Lender has no further obligation or agreement (whether or not discretionary on Lender's part) to make loans to the Debtor, it will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially inconsistent with the Debtor's obligations under this Agreement and the Debtor further agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, which would materially affect the validity or enforcement of any of the rights transferred to Lender under this Agreement.

8. Covenants Regarding Collateral.

(a) The Debtor (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) maintain as in the past the

quality of products and services offered under each Trademark (iii) employ each Trademark, Copyright and Patent with the appropriate notice of application or registration on applicable products or services, (iv) except in the ordinary course of business and consistent with prior practice, 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 rights may become abandoned or unenforceable, any Copyright rights may become unenforceable, or any Intellectual Property Right may become unenforceable, (v) in the ordinary course of business and consistent with prior practice, 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, (vi) make application on unpatented but patentable inventions, as appropriate, and (vii) preserve and maintain all rights in and to the Collateral.

- (b) the Debtor 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 the Debtor'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) Debtor, in the ordinary course of business and consistent with prior practice, 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).
- (d) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, the Debtor shall, in the ordinary course of its business and consistent with prior practice, reasonably promptly notify the Lender after it learns thereof and shall reasonably promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, or to take such other actions as the Debtor, with Lender's prior written consent, shall reasonably deem appropriate under the circumstances to protect such Collateral.
- (e) At its option, Lender may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral. Borrower agrees to reimburse Lender on demand for any payment reasonably made in any expense incurred by Lender pursuant to the foregoing authorization. Until an Event of Default occurs and after expiration of any applicable grace period and an acceleration of the loans, the Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this

Agreement.

- (f) Following the occurrence of an Event of Default, Debtor will not take any action with respect to the Collateral without Lender's prior written consent, except as is necessary to preserve and maintain the Collateral, its value and enforceability consistent with prior practice.
- 9. <u>Notice</u>. All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Loan Documents, as it may be amended or restated from time to time.
- 10. <u>Severability</u>. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 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. Lenders' agreement to defer any enforcement action until two years after the occurrence of an Event of Default shall in no way be construed as a waiver of Lender's rights or remedies with respect to such Event of Default. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to 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.
- 12. <u>Waivers: Amendments</u>. 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.
- 13. <u>Limitations by Law</u>. All rights, remedies and powers provided by Sections 4 and 5 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of Sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be 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.
- 14. <u>Successors and Assigns</u>. 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 Documents, 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 Documents, or any other collateral security document. This Agreement may be signed in separate counterparts. To the extent the enforcement rights under this Agreement conflict with the terms of any other agreement to which the parties hereto are signatories, the terms of this Agreement shall control. Notwithstanding the immediately preceding sentence, this Agreement shall not impair or diminish Lender's rights under Paragraph 44 of the Forbearance Agreement.

- 15. <u>Termination and Reassignment</u>. The Lender agrees that upon the termination of the Loan Documents by Lender, and termination of any obligations of Lender to make loans to Debtor, and the payment and performance in full of all the Obligations, the Lender will execute documents releasing the security interests created hereby and reassign to the Debtor, without warranty, representation or guaranty of any nature or kind, the Lender's interest in the Collateral.
- 16. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

By:

Name:

Its: Member

[Signatures continued on next page]

[Signatures continued from previous page]

BANK ONE, NA (Main Office Chicago)

By: ____

Name: Johnson A. Greet

Its: CVP

Schedule 1 - Patents, Trademarks and Copyrights, etc.

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SERIAL NO./	699,624	430,954	78/741,159	7/3/2002	V6/1/29,US9	08/540,748	10/11/95	08/570,094	08/179.090	1/10/94	08/768,645	1,44.9.5	08/411,422	3/2/195		SKT SQL SQL	269	08/368,593	768 077/80	3/27/95	900'969/80	812796	CENTED 845	09/224.981	1/6/99	IOI CERSO	16/5/9	09/033,135	09/294,595	9/13/99
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PATENT OF REG. NO.	15SUE DATE 2,699,242 105,003							D465,585	707(2)	•						
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SUBJECT	IDEAL SHIELD AND DESIGN	PITE LINE LINERAL AND SHOW THE LINE AND SHOW	FIG. 1925 PARCH APPRISHED LIGHTED STANCHION COVER	FIG. 1798; PAGELAPPICATION PORTABLE STON SUPPORT APPARATUS	FUG TYPE: FALER APPLICATION POST COVER WITH ADVERTISING	FIG. 1. PRETENDED TO BE A STREET BY USING LOADING DOCKS, AND THE LIKE	File Type: Patent Application MODULAR CHICK FURNITURE	THE TAKEHON COVER	File type: Design palent application DEFENDER	File type: Trademark emplication MODULAR BEDROOM FURNITURE, TOLUDING BUNK BEDS AND THE LIKE TA VING OF ON IN THE DADE MENRIPS	File Type: Paral Application HIGH-SHCURITY QUARD RAIL SYSTEM	File Type: Pater Application OVERHAND HANGING CLEARANCE BAR	Fig. 17pe: Parent Application DECORATIVE PIST MAINTENANCE SYSTEM	Pile Type: Provisional Filteri Application DECORATIVE OUTDOOR CONTAINMENT SYSTEM	File Type: Provisional Patant Application DECORATIVE SLEBVE WITH UPPER VIESSIEL File Type: Provisional Patant Application	
COUNTRY	United States	United States	Voired States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	
FILE	Our File: IDS-14019/14	Our Pile 1DS-14102/14	Our Pike IDS-14302/14	Our Fibe: IDS-1402/14	Our File: IDS-14502/14	Cur Filz: IDS-14602/14	Our File: 1DS-J4902/14	Our Pile; 3D8-15117/14	Our File: IDS-15319/14	Our File: IDS- (5402/14	Ou File IDS-15602/14	Ou File: IDS-15702/14	Our File: IDS-15918/14	Our Füe: 1DS-16018/14	Our File: IDS-1701&14	