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 |
|-------------------------|----------|----------------|-------------------|
| Corrpro Companies, Inc. | | 03/30/2004 | CORPORATION: OHIO |

RECEIVING PARTY DATA

| Name: | CapitalSource Finance LLC |
|-------------------|-------------------------------------|
| Street Address: | 4445 Willard Avenue |
| Internal Address: | 12th Floor |
| City: | Chevy Chase |
| State/Country: | MARYLAND |
| Postal Code: | 20815 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1542313 | LC |
| Registration Number: | 1510965 | SEAWRAP |

CORRESPONDENCE DATA

Fax Number: (312)630-7388

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

312-368-4058 Phone:

Email: thomas.ryan@piperrudnick.com

Correspondent Name: Thomas W. Ryan P.O. Box 64807 Address Line 1: Address Line 2: Piper Rudnick LLP

Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER: 305792-16

NAME OF SUBMITTER: Thomas W. Ryan

Total Attachments: 8

900006860

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REEL: 002824 FRAME: 0498

TRADEMARK



ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of March <u>JC</u>, 2004, by each of (i) Corrpro Companies, Inc., an Ohio corporation ("Parent"), (ii) CCFC, Inc., a Nevada corporation ("CCFC"), (iii) Ocean City Research Corp., a New Jersey corporation ("Ocean City") and (iv) Corrpro International, Inc., a Delaware corporation ("International", and together with Parent, CCFC and Ocean City, collectively, the "Grantors"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof among the Grantors, (i) Commonwealth Seager Holdings Ltd., a corporation amalgamated under the laws of the Province of Alberta, Canada and a Foreign Wholly-Owned Subsidiary of Parent ("CSH"), (ii) Corrpro Canada, Inc., a corporation amalgamated under the laws of the Province of Alberta, Canada ("Corrpro Canada"), and Borza Inspections Ltd., a corporation amalgamated under the laws of the Provinces of Alberta, Canada ("Borza", and, together with CSH and Corrpro Canada, collectively, the "Canadian Borrowers"), Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to the Grantors and Canadian Borrowers (collectively, the "Borrowers") upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Borrowers thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. <u>Defined Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized offer as of the date first set forth above.

CORRPRO COMPANIES, INC., an Ohio corporation

| By: | Mush Mineau | |
|-------------------|----------------|--|
| Name: | JOHN B. CHURAN | |
| Title: <u>S</u> é | KICK VAY SECY | |

CCFC, INC., a Nevada corporation

| By: | fre & Mean | |
|--------|-------------|------|
| Name: | Jone B. Men | RAKI |
| Title: | SECKLIARY | |

OCEAN CITY RESEARCH CORP., a New Jersey corporation

| By: | flich Meras |
|--------|---------------|
| Name: | /JUAN / HORAL |
| Title: | Assi. Sec |

CORRPRO INTERNATIONAL, INC., a Delaware corporation

| By: | July Miles | |
|--------|---------------|--|
| Name: | JOHN D. Moran | |
| Title: | Secretary | |

THE FOREGOING IS ACCEPTED AND AGREED TO AS OF THE DATE SET FORTH ABOVE:

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

ACKNOWLEDGEMENT OF SECURED PARTY

STATE OF 123 (and) ss.
COUNTY OF IKER (Strategy)

On this 30 day of March, 2004 before me personally appeared Joseph Turitz, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of CAPITALSOURCE FINANCE LLC, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Notary Public

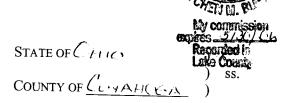
MARY B. LEINO
Notary Public
State of Maryland
Montgornery County
My commission exp. January 1, 2008

ACKNOWLEDGEMENT OF GRANTORS

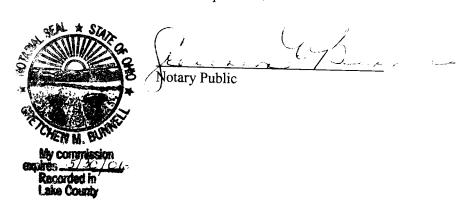
| STATE OF CHUC |) | |
|-----------------------|---|-----|
| COUNTY OF CLOYAHI COA |) | SS. |

On this Andrew of March, 2004 before me personally appeared Andrew, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of CORRPRO COMPANIES, INC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of corporation as authorized by its respective Board of Directors and that he acknowledged said

Notary Public



On this Air day of March, 2004 before me personally appeared Tork D McRA, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of CCFC, INC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



TRADEMARK REEL: 002824 FRAME: 0503

[Signature Page to Acknowledgment - STD C. II

SCHEDULE I

to

ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN $\underline{TRADEMARK\ REGISTRATIONS}$

| Trademark | Registration Number | Registration Date |
|--|----------------------------|-------------------|
| Anode-Crete | 1374416 | 12/10/85 |
| CCI (logo) | 2501468 | 10/30/01 |
| Centap | 1175950 | 11/03/81 |
| Concor | 1342115 | 06/24/83 |
| Consulex Base.Coat | 2035674 | 02/04/97 |
| Corrpower | 2449774 | 05/08/01 |
| Corrpro | 2545934 | 03/12/02 |
| Corrspection | 2506722 | 11/13/01 |
| CPL | 1287374 | 7/24/84 |
| For Every Corner of Your World | 2467102 | 7/10/01 |
| Harco | 839479 | 11/28/67 |
| Harco | 847175 | 04/02/68 |
| Hirda | 1174008 | 10/20/81 |
| LC | 1542313 | 06/06/89 |
| MTCF | 1966521 | 04/09/96 |
| Pass | 1293962 | 09/11/84 |
| Pedicell | 1275534 | 04/24/84 |
| (may be allowed to lapse upon expiration date of 04/24/04) | | |
| Permacell | 1105957 | 11/14/78 |
| Permanode | 2419249 | 01/09/01 |
| Platinode | 1494875 | 07/05/88 |
| Seawrap | 1510965 | 11/01/88 |
| T.A.S.C. | 972251 | 11/06/73 |
| Tank-Pak | 1536295 | 04/25/89 |
| MTCF (Japan) | 4390761 | 06/09/00 |
| Tank-Pak (Japan) | 4416208 | 09/08/00 |
| Alcoke (Canada) (1) | Application Pending | |
| Corrpro (Canada) (1) | Application Pending | |
| Corrspray | Application Pending | |

- a. Trade-Mark and Trade Name Licence Agreement dated October 22, 2002 between Correpro Canada, Inc., Corrpro Canada, Inc., and Corrpro Companies, Inc.
- b. Trademark License Agreement between Corrpro Companies, Inc., CCFC, Inc., and their subsidiaries, and Savcor ART Australia Pty Ltd.
- c. Trademark License Agreement dated July 3, 2003 between Corrpro Companies, Inc., and Victus Pte Ltd, Odigo Management Group Pte Ltd, Corrpro Asia Pte Ltd., Corrpro Far East Ltd., PT Walton Indonesia.

| d. | Trademark License Agreement between Corrpro Companies, Inc. and Corrosion Technology Services related to the sale of the subsidiaries comprising Corrpro Companies, Inc.'s Middle East operations. |
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SCHEDULE II

to

ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN $\underline{\text{COPYRIGHT REGISTRATIONS}}$

None.

| Patent Name | Patent Number | Issue Date |
|---|----------------------------------|---------------------|
| Software Planning Program for Coatings | 5,737,227 | 04/07/98 |
| Cathodic Protection Anode and Systems | 5,411,646 | 05/02/95 |
| Cathodic Protection System for Above-Ground Storage Tank Bottoms and Method of Installing | 5,340,455 | 08/23/94 |
| Electrode | 5,370,783 | 12/06/94 |
| Method of Making a String of Cathodic Protection Anodes | 5,185,921 | 02/16/93 |
| Cathodic Protection Anode, Connector, and Method of Making | 5,090,924 | 02/25/92 |
| Cathodic Protection System and Method for Above-Ground Storage Tank Bottoms | 5,065,893 | 11/19/91 |
| Electroosmosis Techniques for Removing Materials from Soil | 5,074,986 | 12/24/91 |
| Reference Cell | 6,187,161 | 02/13/01 |
| Cathodic Protection System | 6,315,876 | 11/13/01 |
| Composite Anode, Electrolyte Pipe Section, and Method of Making and Forming a Pipeline, and Applying Cathodic Protection to the Pipeline | 6,238,545 | 05/29/01 |
| Corrosion Protection Monitoring and Adjustment System | 5,785,842 | 07/28/98 |
| Sacrificial Anode for Cathodic Protection and Alloy therefore (Corrspray) Cathodic Protection System for Above-Ground Storage Tank Bottoms and Method of Installing (Canada) | 6,673,309 2,063,034 | 01/06/2004 05/23/00 |
| Cathodic Protection System for Above-Ground Storage Tank Bottoms and Method of Installing (European) | 0503678 | 06/28/95 |
| Electrode (Canada) | 2,075,221 | 12/10/02 |
| Sacrificial Anode for Cathodic Protection and Alloy Therefor (European) | 0668364 | 02/14/95 |
| Sacrificial Anode for Cathodic Protection and Alloy Therefor (Mexico) | 201656 | 05/02/01 |
| Sacrificial Anode for Cathodic Protection and Alloy Therefor (Norway) | 312204 | 04/08/02 |
| Sacrificial Anode for Cathodic Protection and Alloy Therefor (Finland) | 950666 | |
| Patent pending: Sacrificial Anode for Cathodic Protection and Alloy Therefor (Canada) | Application No. 2,142,244 | 02/10/95 |
| Cathodic Protection Anode and Systems (Denmark) | European Patent No. 0 623 691 | 06/07/99 |

TRADEMARK REEL: 002824 FRAME: 0507

~CH**REGORDED: 04/06/2004**