

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Resignation and Assignment
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank One, NA	NBD Bank	08/15/2002	national banking association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Metokote Corporation
Street Address:	1340 Neubrecht Road
City:	Lima
State/Country:	OHIO
Postal Code:	46801
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1295531	METALCOTE
Registration Number:	1390277	MC METAL COATINGS INTERNATIONAL
Registration Number:	1389570	MC METAL COATINGS INTERNATIONAL
Registration Number:	1389681	MC METAL COATINGS INTERNATIONAL
Registration Number:	1391248	MC METAL COATINGS INTERNATIONAL
Registration Number:	1530051	MET
Registration Number:	1562535	MET
Registration Number:	1675343	METAL COATERS
Registration Number:	1913732	MEDICODE
Registration Number:	1879506	MED COAT 2000
Registration Number:	2001892	MEDS
Registration Number:	2174250	COTEL
Registration Number:	2517666	MEDI-COAT
Registration Number:	2358142	METCOAT L.L.C.

OP \$390.00 1295531

Registration Number:

2317155

MEDICOTE

CORRESPONDENCE DATA

Fax Number: (919)416-8339

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

Phone: 919 286-8049

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:

512485.1225 JES METOKOTE

NAME OF SUBMITTER:

John E. Slaughter

Total Attachments: 15

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Resignation and Assignment Agreement

Dated August 15, 2002

Reference is made to the Credit Agreement dated as of November 2, 1998 (as the same may be amended and in effect from time to time, the "Credit Agreement"), among MetoKote Corporation, an Ohio corporation (the "Parent Borrower"), Bank One, NA (formerly known as NBD Bank), as Administrative Agent and Collateral Agent ("Bank One"), Wachovia Bank, National Association (formerly known as First Union National Bank), as Documentation Agent (the "Documentation Agent"), JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as Syndication Agent (the "Syndication Agent"), The Huntington National Bank, as Managing Agent (the "Managing Agent"), and the other Lenders party thereto (the "Existing Credit Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement. This Resignation and Assignment Agreement is being executed pursuant to Article VIII of the Credit Agreement and in conjunction with that certain Fourth Amendment to Credit Agreement and Waiver dated as of the date hereof by and among the Parent Borrower, Bank One, the Documentation Agent, the Syndication Agent, the Managing Agent and the Lenders party thereto (the "Amendment").

Bank One, in its capacity as the Administrative Agent and Collateral Agent, and Wachovia Bank, National Association (formerly known as First Union National Bank), in its capacity as the Successor Agent (as defined herein), agree as follows:

1. Transfer of Agency.

(a) Bank One hereby, as notice to the Parent Borrower, the Issuing Bank and the other Lenders pursuant to Article VIII of the Credit Agreement, resigns as the "Administrative Agent" and "Collateral Agent" under the Credit Agreement and the Loan Documents (Bank One, in its capacity as the Administrative Agent and Collateral Agent, hereinafter referred to as the "Retiring Agent"). The Parent Borrower, the Successor Agent and the Required Lenders (after giving effect to the Amendment) acknowledge that the Retiring Agent shall, as of the date hereof, no longer be, and shall be released from its obligations as, the "Administrative Agent" and the "Collateral Agent" under the Credit Agreement and the Loan Documents and agree that, on and after the date hereof, the Retiring Agent (i) shall have no rights, powers, privileges, duties or obligations as the "Administrative Agent" or as the "Collateral Agent" respectively under the Credit Agreement or the Loan Documents and (ii) shall cease to be a party to the Credit Agreement or any Loan Document in such capacities; provided, that each of: (A) the provisions of Section 10.03 and Article VIII of the Credit Agreement in respect of any actions taken or omitted to be taken by it in its capacity as the "Administrative Agent" thereunder; and (B) all other rights of the Retiring Agent which are expressly provided in the Credit Agreement or the other Loan Documents to survive the resignation of the Administrative Agent or the Collateral Agent, shall in each case survive such resignation of the Retiring Agent and shall continue to inure for the benefit of the

Retiring Agent, its sub-agents and their respective Related Parties, notwithstanding any subsequent amendment, modification, waiver or termination of the Credit Agreement or any other Loan Document. The Required Lenders further authorize and direct the Retiring Agent to execute such documents and take such actions as may be requested by the Successor Agent (as defined below) pursuant to paragraph 2 hereof.

(b) Pursuant to the Amendment, the Required Lenders appoint, and the Parent Borrower hereby consents to the appointment of, Wachovia Bank, National Association (the "Successor Agent") to act as the "Administrative Agent" and "Collateral Agent" under the Credit Agreement and the other Loan Documents in accordance with Article VIII of the Credit Agreement..

(c) The Successor Agent hereby accepts the appointment of the Required Lenders and agrees to serve as "Administrative Agent" and "Collateral Agent" under the Credit Agreement and the other Loan Documents.

2. Retiring Agent Agreements.

(a) The Retiring Agent agrees to execute an Assignment of Personal Property Liens and an Assignment of Real Property Liens, in substantially the form of Exhibit "A" and Exhibit "B" respectively attached hereto (collectively, the "Assignment of Liens"), and such other documents, and agrees to take such other actions, in each case as the Successor Agent may reasonably request in order to: (i) transfer to the Successor Agent all rights, title and interest in the Collateral held by the Retiring Agent under the Loan Documents and (ii) assign to the Successor Agent for the benefit of the Lenders all Liens created or purported to be created under the Credit Agreement and the Loan Documents. The Retiring Agent, the Successor Agent, the Required Lenders and the Parent Borrower agree that, as of the date hereof, the Successor Agent shall be vested with all rights, powers, privileges, duties and obligations of the Retiring Agent in its capacity as "Administrative Agent" and "Collateral Agent" under the Credit Agreement and the Loan Documents.

(b) In furtherance of the foregoing, the Retiring Agent and the Parent Borrower (on behalf of itself and the Subsidiary Loan Parties) authorize the filing of "In Lieu Financing Statements," in substantially the form of Exhibit "C" hereto (the "In Lieus"), with regards to each of the financing statements previously filed to perfect the security interests created under the Loan Documents which are listed on Schedule 1 to the Assignment of Liens, each naming the Parent Borrower or the applicable Subsidiary Loan Party as the "debtor" and filed in the jurisdiction of incorporation or organization of the Parent Borrower or the Subsidiary Loan Party, as applicable. The Retiring Agent further agrees that, upon filing of the In Lieus, the Successor Agent is authorized to file a UCC-3 Assignment, in substantially the form of Exhibit "D" hereto, for each such In Lieu, assigning its interest as "secured party" to the Successor Agent.

3. The effective date for this Resignation and Assignment Agreement shall be the Amendment No. 4 Effective Date (the "Effective Date").

4. This Resignation and Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to the choice of law or conflict of law rules) and applicable laws of the United States of America.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parent Borrower, the Retiring Agent and the Successor Agent have caused this Resignation and Assignment Agreement to be duly executed on the date first above written.

BANK ONE, NA (formerly known as NBD Bank),
as Retiring Agent

By: Patricia S. Cooper
Name: Patricia S. Cooper
Title: Vice President

WACHOVIA BANK, NATIONAL
ASSOCIATION (formerly known as First Union
National Bank), as Successor Agent

By: _____
Name: _____
Title: _____

Consented to, Accepted and Agreed:
PARENT BORROWER:

METOKOTE CORPORATION,
an Ohio corporation

By: _____
Name: Patrick Osler
Title: Vice President and Chief
Financial Officer

SIGNATURE PAGE TO
RESIGNATION AND ASSIGNMENT AGREEMENT

08/15 '02 02:11 NO. 641 05/05

312 732 1775

MANAGED ASSETS

TRADEMARK
REEL: 002986 FRAME: 0928

IN WITNESS WHEREOF the Parent Borrower, the Retiring Agent and the Successor Agent have caused this Resignation and Assignment Agreement to be duly executed on the date first above written.

BANK ONE, NA (formerly known as NBD Bank),
as Retiring Agent

By: _____
Name: _____
Title: _____

WACHOVIA BANK, NATIONAL
ASSOCIATION (formerly known as First Union
National Bank), as Successor Agent

By: Andrew Payne
Name: Andrew Payne
Title: Director

Consented to, Accepted and Agreed:
PARENT BORROWER:

METOKOTE CORPORATION,
an Ohio corporation

By: _____
Name: Patrick Osler
Title: Vice President and Chief
Financial Officer

SIGNATURE PAGE TO
RESIGNATION AND ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 002986 FRAME: 0929

IN WITNESS WHEREOF the Parent Borrower, the Retiring Agent and the
Successor Agent have caused this Resignation and Assignment Agreement to be duly
executed on the date first above written.

BANK ONE, NA (formerly known as NBD Bank),
as Retiring Agent


By: _____
Name: _____
Title: _____

WACHOVIA BANK, NATIONAL
ASSOCIATION (formerly known as First Union
National Bank), as Successor Agent

By: _____
Name: _____
Title: _____

Consented to, Accepted and Agreed:
PARENT BORROWER:

METOKOTE CORPORATION,
an Ohio corporation

By: 
Name: Patrick Osler
Title: Vice President and Chief
Financial Officer

SIGNATURE PAGE TO
RESIGNATION AND ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 002986 FRAME: 0930

EXHIBIT A
TO
RESIGNATION AND ASSIGNMENT

Assignment of Personal Property Liens

See attached.

ASSIGNMENT OF PERSONAL PROPERTY LIENS

THIS ASSIGNMENT OF PERSONAL PROPERTY LIENS (the "Assignment") dated as of August 15, 2002, is executed by **BANK ONE, NA** (formerly known as NBD Bank), as Administrative Agent and Collateral Agent ("Bank One") in favor of **WACHOVIA BANK, NATIONAL ASSOCIATION** (formerly known as First Union National Bank) ("Wachovia"). Defined terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Amended Credit Agreement (as defined below).

RECITALS:

1. MetoKote Corporation, a corporation duly organized under the laws of the State of Ohio (the "Parent Borrower"), Bank One, as Administrative Agent and Collateral Agent for the Lenders named therein, Wachovia Bank, National Association (formerly known as First Union National Bank), as Documentation Agent, JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as syndication agent (the "Syndication Agent"), The Huntington National Bank, as managing agent (the "Managing Agent"), and the other Lenders party thereto, entered into that certain Credit Agreement dated November 2, 1998 (such agreement as amended by that certain Amendment No. 1 dated as of January 21, 2000, that certain Waiver and Amendment No. 2 dated as of March 30, 2001 and that certain Amendment No. 3 and Waiver dated as of June 29, 2001, the "Existing Credit Agreement").

2. In conjunction with this Assignment, the Existing Credit Agreement is being amended by that certain Fourth Amendment to Credit Agreement and Waiver, dated as of the date hereof, by and between the Parent Borrower, the Borrowing Subsidiaries of the Parent Borrower, Bank One, Wachovia, the Syndication Agent, the Managing Agent and the Lenders party thereto (the "Fourth Amendment"; the Existing Credit Agreement as amended by the Fourth Amendment, the "Amended Credit Agreement").

3. To secure the obligations of the Parent Borrower arising in connection with the Existing Credit Agreement, the documents identified on Schedule "A" hereto were executed and delivered (the "Lien Documents").

4. Pursuant to that certain Resignation and Assignment Agreement dated as of the date hereof (the "Resignation and Assignment"): (i) Bank One resigned as Administrative Agent and as Collateral Agent for the Lenders named in the Amended Credit Agreement, (ii) Wachovia was appointed as Administrative Agent and as Collateral Agent for the Lenders named in the Amended Credit Agreement and (iii) Bank One agreed to assign to Wachovia all of Bank One's rights, title and interest in, among other things, the Lien Documents and the liens and security interests created in the property described therein (such property, herein the "Collateral").

5. In furtherance of the provisions of the Resignation and Assignment, Bank One desires to assign all of its rights, title and interest in and to the Lien Documents and the Collateral to Wachovia.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, Bank One hereby agrees as follows:

1. Assignment. Bank One has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and does by these presents TRANSFER, ASSIGN, GRANT and CONVEY, unto Wachovia all of its right, title and interest in and to the Lien Documents, together with any rider, addendum, exhibit, schedule and attachment thereto, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Lien Documents, ALL WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, except that Bank One represents and warrants that (i) it is authorized to execute this document and perform its obligations hereunder and (ii) its rights under the Lien Documents are not subject to any lien or, to its knowledge, any other adverse claim.

2. Successors and Assigns. This Assignment is binding upon Bank One and shall inure to the benefit of Wachovia and its successors and assigns.

3. Further Assurances. Bank One agrees to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by Wachovia to carry out the provisions and purposes of this Assignment and to preserve and perfect the liens and security interests of Wachovia in the Collateral.

4. Entire Agreement. This Assignment embodies the final entire agreement of each of Wachovia and Bank One and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Assignment and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties. There are no oral agreements between the parties.

IN WITNESS WHEREOF, the following have executed this Assignment on the date first above written.

BANK ONE, NA
(formerly known as NBD Bank)

By: Patricia S. Cooper
Name: Patricia S. Cooper
Title: Vice President

SIGNATURE PAGE TO
ASSIGNMENT OF LIENS (PERSONAL PROPERTY)

08/15 '02 02:11 NO.641 04/05

312 732 1775

MANAGED ASSETS

TRADEMARK
REEL: 002986 FRAME: 0934

Consented to and Agreed:
WACHOVIA BANK, NATIONAL ASSOCIATION
(formerly known as First Union National Bank)

By: *Andrew Payne*
Name: *Andrew Payne*
Title: *Director*

SIGNATURE PAGE TO
ASSIGNMENT OF LIENS (PERSONAL PROPERTY)

TRADEMARK
REEL: 002986 FRAME: 0935

SCHEDULE "A"
TO
ASSIGNMENT OF LIENS

Lien Documents

1. Security Agreement.
2. UCC-1 Financing Statements naming MetoKote Corporation, as Debtor, as described on Schedule 1 attached hereto.
3. Pledge Agreement.
4. Pledge Agreement (Brazil).
5. Stock Certificates and stock powers.
6. Intercompany Notes described on Schedule 2 attached hereto.

SCHEDULE 1
TO
ASSIGNMENT OF LIENS

Previously Filed Financing Statements

UCC TYPE	DEBTOR NAME AND TAX ID	SECURED PARTY NAME	FILE STATE	FILE JURISDICTION	FILE DATE	FILE NUMBER
1.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	IA	"CENTRAL"	11/09/1998	K961892
2.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	IA	BLACK HAWK	11/09/1998	I0983
3.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	IA	BLACK HAWK	11/09/1998	G99312
4.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	IL	"CENTRAL"	11/09/1998	3338267
5.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	IL	LA SALLE	11/09/1998	98F 01099
6.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	IL	LA SALLE	11/09/1998	98F 01098 R98-23165
7.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	MI	"CENTRAL"	11/09/1998	97864B
8.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	MI	"CENTRAL"	11/09/1998	97863B
9.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	MI	GENESEE	11/09/1998	FF 3049
10.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	MI	GENESEE	11/09/1998	FS 1538
11.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	MI	KENT (RER)	11/09/1998	03325 LIB4551 PG1289
12.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	OH	KENT	11/09/1998	03324
13.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	"CENTRAL"	11/09/1998	AP0096965
14.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	"CENTRAL"	11/09/1998	AP0096966
15.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	"CENTRAL"	11/09/1998	AP0096967
16.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	"CENTRAL"	11/09/1998	AP0096968
17.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	ALLEN	11/09/1998	0982890
18.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	ALLEN	11/09/1998	0982891
19.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	LUCAS	11/09/1998	493066
20.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	LUCAS	11/09/1998	493067
21.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	MONTGOMERY	11/30/1998	UCC 98-0401 DO4

22.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	MONTGOMERY	11/30/1998	UCC 98- 0402 A01
23.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK, AS AGENT	OH	MONTGOMERY	11/30/1998	UCC 98- 0401 E02
24.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	SC	"CENTRAL"	11/13/1998	981113- 105219A
25.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	SC	SUMTER	11/09/1998	981946 VOL722PG 1869
26.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	SC	SUMTER	11/09/1998	981947 VOL722PG 1879
27.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	TN	"CENTRAL"	11/19/1998	982-092174
28.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	TN	WILSON	11/19/1998	81740
29.	METOKOTE CORPORATION TAX ID: 34-1041054	NBD BANK	TN	WILSON(RER)	11/19/1998	BK718 PG815

TO
ASSIGNMENT OF LIENS

Intercompany Notes

MetoKote Corporation

Issuer	Principal Amount	Date of Note	Maturity Date
MetoKote Brasil Ltda.	Global Note	January 21, 2000	N/A
MetoKote UK Limited	Global Note	January 21, 2000	N/A
MetoKote de Mexico, S. de R.L. de C.V.	Global Note	January 21, 2000	N/A