

05-08-2003



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

102443396

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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Ontario Corporation and Ontario Systems Corporation
123 East Adams Street
P.O. Box 2757
Muncie, Indiana 47307 *5.6.03*
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

2. Name and address of receiving party(ies)
Name: Fifth Third Bank
Internal Address: Indiana (central)
Street Address: 251 N. Illinois St., #1000
City: Indpls. State: IN Zip: 46204

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
(see attached Schedule A)

B. Trademark Registration No.(s) _____
(see attached Schedule A)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael A. Myers
Internal Address: Bingham McHale LLP
2700 Market Tower, 10 West Market
Street _____
Street Address: _____
City: Indpls. State: IN Zip: 46204

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0410

DO NOT USE THIS SPACE

9. Signature.

Michael A. Myers
Name of Person Signing

Michael A. Myers
Signature

1 May 2003
Date

14

Total number of pages including cover sheet, attachments, and document:

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

05/07/2003 ECGOPER 00000218 76284167

01 FC:8521
02 FC:8522

40.00 OP
350.00 OP

TRADEMARK
REEL: 002727 FRAME: 0264

OFFICE OF RECORDS
MAY - 5 AM 10 31
FINANCE SECTION

Schedule "A"

See Attached

Owner	Reg. No.	Int. Class(es)	Date	Mark	Country	Filed	Ser. No.
Ontario Systems Corp.	Allowed	9		ARTIVA	United States	7/12/01	76/284,186
Ontario Systems Corp.		9		ARTIVA	Brazil	1/11/02	824269250
Ontario Systems Corp.		9		ARTIVA	Canada	1/11/02	1127719
Ontario Systems Corp.		9, 16		ARTIVA	European Union	1/9/02	2,528,784
Ontario Systems Corp.		9		ARTIVA	India	1/14/02	1073479
Ontario Systems Corp.		16		ARTIVA	India	1/14/02	1073480
Ontario Systems Corp.		9		ARTIVA	Mexico	1/11/02	527304
Ontario Systems Corp.	Allowed	9		ARTIVA (and Design)	United States	7/12/01	76/284,167
Ontario Systems Corp.	2,056,336	9	4/22/97	CT VISION	United States	11/28/95	75/025,216
Ontario Systems Corp.		9		CT VISION	Chile	12/22/98	436125
Ontario Systems Corp.		16		CT VISION	Chile	12/22/98	436126
Ontario Systems Corp.	548122	42	9/15/99	CT VISION	Chile	12/22/98	436124
Ontario Systems Corp.	000980763	9, 16, 41	4/4/01	CT VISION	European Union	11/9/98	980763
Ontario Systems Corp.		9, 16, 41		CT VISION (and Design)	European Union	12/8/98	1011139
Ontario Systems Corp.	522085	9, 41	1/24/00	FACS	Canada	5/3/95	782026
Ontario Systems Corp.	1,431,787	9	3/10/87	FACS (and Design)	United States	4/7/86	73/591,869
Ontario Systems Corp.	000990507	9	3/3/00	FACS (and Design)	European Union	11/16/98	990507
Ontario Systems Corp.	2,373,211	9	8/1/00	FACS CHECKWRITER (and Design)	United States	4/29/97	75/283,466
Ontario Systems Corp.	2,365,973	9	7/11/00	GC MVP	United States	1/14/99	75/622,585
Ontario Systems Corp.	1,581,239	9	2/6/90	GUARANTEED CONTACTS	United States	6/12/89	73/805,753
Ontario Systems Corp.	TMA503,961		11/12/98	GUARANTEED CONTACTS	Canada	5/3/95	781,958
Ontario Corp.		10, 36, 42		O (Miscellaneous Design)	United States	12/4/01	76/344,942
Ontario Corp.		10, 36, 42		O (Miscellaneous Design)	Canada	6/4/02	1,142,835

TRADEMARK

12670-39041#763805

Ontario Corp.		10, 36, 42		O (Miscellaneous Design)	European Union	6/5/02	2,746,931
Ontario Corp.		9		ONTARIO (stylized)	United States	12/4/01	76/344,887
Ontario Corp.		42		ONTARIO (stylized)	United States	12/3/01	76/344,367
Ontario Corp.		9, 42		ONTARIO (stylized)	European Union	6/5/02	2,746,949
Ontario Corp.		9		ONTARIO SYSTEMS	United States	12/10/01	76/347,088
Ontario Corp.				ONTARIO SYSTEMS	Canada	6/6/02	1,143,351
Ontario Systems Corp.	TMA513,382	9	7/27/99	OSC ONTARIO SYSTEMS CORP. (and Design)	Canada	5/3/95	781,956
Ontario Corp.		42		ONTARIO TECHNOLOGIES	United States	12/3/01	76/344,366
Ontario Systems Corp.	2,408,640	9	11/28/00	PROPERTY MANAGER EDGE	United States	12/21/99	75/876,926
Ontario Corp.	2,642,621	42	10/29/02	SHERRY LABORATORIES	United States	12/3/01	76/344,346
Ontario Corp.	2,537,788	42	2/12/02	TESTING TODAY PROTECTING TOMORROW	United States	4/10/00	76/023,317

12670-39041#763805

Schedule "B"

See Attached

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is made on the ~~10th~~ day of April, 2003 between Ontario Corporation and Ontario Systems Corporation, Indiana corporations having a mailing address at 123 East Adams Street, P. O. Box 2757, Muncie, Indiana 47307-0757 (together "Assignor") and Fifth Third Bank, Indiana (Central) having a mailing address at 251 North Illinois Street, #1000, Indianapolis, IN 46204 ("Bank").

BACKGROUND

The Assignor and the Bank are parties to that certain Third Amended and Restated Credit Agreement dated as of February 2, 2001, as amended, (collectively the "Credit Agreement"), pursuant to which the Bank, among other things, extended to the Assignor and other related parties (i) a revolving credit facility in the maximum principal amount of \$24,000,000.00, (ii) an equipment line of credit facility in the maximum principal amount of \$7,500,000.00, (iii) a line of credit facility in the maximum principal amount of \$15,000,000.00, and (iv) a loan in the maximum principal amount of \$3,600,000 evidenced by a promissory note dated February 24, 2003 (together "the Notes") in order to provide funds for use in the Assignor's operations. The Credit Agreement defines all of the Assignor's obligations to the Bank to include all obligations of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (collectively "the Obligations"). The Credit Agreement is subject to a certain "Second Amendment to Forbearance Agreement" dated February 24, 2003 ("Forbearance Agreement") executed by Assignor and other related parties. The Credit Agreement and the Forbearance Agreement describe or refer to all of the loan documents, including but not limited to, promissory notes and security agreements (collectively "the Loan Documents") which relate to, evidence, or secure all or any part of the Obligations. In order to induce the Bank to execute and deliver the Forbearance Agreement, Assignor has agreed to assign to Bank certain trademark rights. This Trademark Collateral Assignment is being executed in addition to a Security Agreement under which the Bank was granted a lien on and security interest in machinery, equipment formulations, manufacturing procedures, quality control procedures and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby Bank shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Credit Agreement or the Forbearance Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Bank as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Credit Agreement), Assignor hereby grants, assigns and conveys to Bank (i) the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all

renewals thereof, all proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates; and (ii) to the extent permitted under any license or other agreement, all license agreements with any other person entered into in connection with any Trademarks or such other person's trademarks or trademark registrations or applications, whether Assignor is a licensor or licensee under any such license agreement including, without limitation, the license agreements listed on Schedule B and all tangible property covered by any of the licenses (collectively, the "Trademark Licenses").

2. Assignor covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Bank and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Bank to ensure Assignor's compliance with paragraph 3(g).

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Bank's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Bank prompt written notice thereof.

6. Assignor authorizes Bank to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 6 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement or the Forbearance Agreement), Bank hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks and the Trademark Licenses on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 8, without the prior written consent of Bank.

8. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in paragraph 8, shall terminate forthwith, and the Bank shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Credit Agreement) or Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Bank shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Assignor shall have the duty, through counsel acceptable to Bank, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Bank, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Bank, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Bank may, if necessary, be joined as a nominal party to such suit if Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Bank for all damages, costs and expenses, including attorney's fees, incurred by Bank in the fulfillment of the provisions of this paragraph 13.

13. In the event of the occurrence of an Event of Default under the Credit Agreement or the Forbearance Agreement, Assignor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Bank to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Bank may do so in Assignor's name or in Bank's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Bank in full for all expenses, including reasonable attorney's fees, incurred by Bank in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by writing signed by the parties, except as provided in paragraph 7.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Indiana.

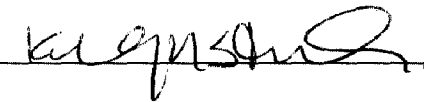
WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST-CORPORATE SEAL

ASSIGNORS

ONTARIO CORPORATION



By , PRES.

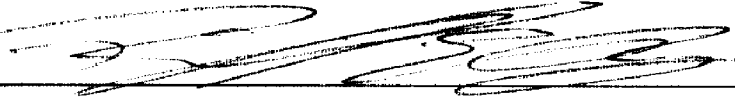
ONTARIO SYSTEMS CORPORATION

By 

BANK:

FIFTH THIRD BANK, INDIANA (CENTRAL)

By: _____

A handwritten signature in black ink, appearing to be a stylized name, is written over a horizontal line. The signature is somewhat cursive and difficult to decipher.

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA)
) ss:
COUNTY OF DELAWARE)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10th day of April, 2003, personally appeared KELLY N. STANLEY to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT of Ontario Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation.

Monica W. Cooper
Signature, Notary Public

MONICA W. COOPER
Printed, Notary Public

My commission expires:
August 31, 2006

County of Residency:
Madison

STATE OF INDIANA)
) ss:
COUNTY OF DELAWARE)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10th day of April, 2003, personally appeared WILBUR R. DAVIS to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT of Ontario Systems Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation.

Monica W. Cooper
Signature, Notary Public

MONICA W. COOPER
Printed, Notary Public

My commission expires:
August 31, 2006

County of Residency:
Madison