Corrective
MLP 5-18-98

05-29-1998

100721892

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1. Name of conveying party(ies):

Harrow Products, Inc.

__ Individual(s) __ Association
__ General Partnership __ Limited Partnership
X Corporation - State
__ Other

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

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

Name: Fleet Capital Corporation

Internal Address:

Street Address: 20800 Swenson Drive, Suite 350

City: Waukesha State: WI Zip: 53186

__ Individual(s) citizenship
__ Association
__ General Partnership
__ Limited Partnership
X Corporation - State Rhode Island
__ Other

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 conveyance:

__ Assignment __ Merger
__ Security Agreement __ Change of name
X Other Corrective Agreement to Reel-1499 Frame-0005
Execution date: 7/31/96

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,822,399
February 22, 1994

Additional numbers attached? __ Yes X No

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

Name: Judith Richardson

Internal Address: Husch & Eppenberger, LLC

Street Address: 1200 Main, Suite 1700

City: Kansas City State: MO Zip: 64105

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): ..... $ 40.00

X 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.

Judith Richardson
Name of Person Signing

Judith Richardson 5/18/98
Signature Date

Total number of page comprising cover sheet:

05/26/1998 JWATKINS 00002220 1822399 01 FC:481 40.00 OP

KC-42837

09-06-1996 150

100265043

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SEP 03 1996
RECEIPT ACCTNG. DIV.

MRD 9-3-96

1. Name of conveying party(ies):

Harrow Products, Inc.

__ Individual(s) __ Association
__ General Partnership __ Limited Partnership
X Corporation - State
__ Other

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

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

Name: Fleet Capital Corporation

Internal Address:

Street Address: 20800 Swenson Drive, Suite 350

City: Waukesha State: WI Zip: 53186

__ Individual(s) citizenship
__ Association
__ General Partnership
__ Limited Partnership
X Corporation - State Rhode Island
__ Other

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 conveyance:

__ Assignment __ Merger
X Security Agreement __ Change of name
__ Other

Execution date: 7/31/96

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See attached Exhibit A

Additional numbers attached? X Yes __ No

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

Name: Judith Richardson

Internal Address:

Husch & Eppenberger

Street Address:

1200 Main, Suite 1700

City: Kansas City State: MO Zip: 64105

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): ..... $ 390.00

X 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.

Judith Richardson
Name of Person Signing

Judith Richardson
Signature

8/30/96
Date

Total number of page comprising cover sheet: 3

KC-42837 160 DM 09/04/96 1203583 2 481 40.00 CK
160 DM 09/04/96 1203583 2 482 350.00 CK

EXHIBIT A

U. S. Trademark:	RUTT
Registration No:	1,203,583
Issued:	August 3, 1982
U. S. Trademark:	RUTT LOGO
Registration No:	1,197,938
Issued:	June 15, 1982
U. S. Trademark:	CORONA
Registration No:	527,173
Issued:	July 4, 1950
U. S. Trademark:	CORONA X Rectangle with Truncated Corners
Registration No:	1,396,496
Issued:	June 10, 1986
U. S. Trademark:	60 Type Truncated Triangular Depression
Registration No:	1483104
Issued:	April 5, 1988
U. S. Trademark:	Lopper Depression
Registration No:	14 53958
Issued:	August 25, 1987
U. S. Trademark:	LOCKNETICS
Registration No:	1,335,206
Issued:	May 14, 1985
U. S. Trademark:	Design (Logo)
Registration No:	1,335,205
Issued:	May 14, 1985
U. S. Trademark:	TAM STAT
Registration No:	1,232,493
Issued:	March 29, 1983
U. S. Trademark:	THE ARTISAN COLLECTION
Registration No:	1,367,320
Issued:	October 29, 1985
U. S. Trademark:	THE ARTISAN COLLECTION
Registration No:	1,371,113
Issued:	November 19, 1985
U. S. Trademark:	THE ARTISAN COLLECTION
Registration No:	1,296,270
Issued:	September 18, 1984

STL-505978.02

U. S. Trademark:	IVES
Registration No:	1,275,772
Issued:	May 1, 1984
U. S. Trademark:	Design of the Artisan Collection Card
Registration No:	1,475,624
Issued:	February 9, 1988
U. S. Trademark:	IVES
Registration No:	503,056
Issued:	October 19, 1948

FIRST AMENDMENT
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of the 31st day of July, 1996, by and between **HARROW PRODUCTS, INC.** ("Borrower"), a Delaware corporation, with its chief executive office and principal place of business at 2627 East Beltline, S.E., Grand Rapids, Michigan 49546, and **FLEET CAPITAL CORPORATION** ("Lender"), a Rhode Island corporation, with an office at 20800 Swenson Drive, Suite 350, Waukesha, Wisconsin 53186.

Preliminary Statements

A. BARCLAYS BUSINESS CREDIT, INC., a Connecticut corporation ("Barclays", predecessor in interest to SHAWMUT CAPITAL CORPORATION, a Connecticut corporation, which subsequently changed its name to FLEET CAPITAL CORPORATION ("Fleet)) and Borrower entered into a certain Loan and Security Agreement dated as of April 5, 1991 (as amended from time to time, the "1991 Loan Agreement").

B. Lender succeeded to all of the assets of Fleet by merger effective as of May 1, 1996.

C. Contemporaneously with the execution of the 1991 Loan Agreement, Borrower executed and delivered to Barclays a certain TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, also dated as of April 5, 1991 and filed in the Patent and Trademark Office of the United States on April 26, 1991 (Reel 0783, Frame 660) (the "Trademark Assignment"; capitalized terms used herein and not otherwise defined shall have the meanings given them in the Trademark Assignment), by which Borrower, in addition to such other grants and assignments made therein, granted to Lender a security interest in all of its right, title and interest in and to, among other items, the trademark(s), tradename(s) and servicemark(s) listed in Exhibit A, attached hereto and incorporated herein by reference, as security for the performance of certain obligations of Borrower to Lender, all as more particularly set-forth therein.

D. On or about the date hereof, Lender and Borrower are amending and restating the 1991 Loan Agreement in its entirety pursuant to the terms of the First Amended and Restated Loan and Security Agreement (the "First Amended and Restated Loan Agreement"), under which Lender agrees to extend the maturity date of the 1991 Loan Agreement, increase the credit facility available to the Borrower thereunder and make certain other amendments thereto, all according to the terms and conditions

stated in the First Amended and Restated Loan Agreement.

E. Lender is willing to enter into the Amended and Restated Loan Agreement only on the condition that Borrower execute and deliver to Lender this Amendment.

Terms of Agreement

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

1. Application to the First Amended and Restated Loan Agreement. The parties hereto agree that, from and after the date hereof, the Trademark Assignment shall be deemed to apply to and secure all of Borrower's obligations to Lender arising under or in connection with the First Amended and Restated Loan Agreement, with the same force and effect as it applied to the 1991 Loan Agreement, as such First Amended and Restated Loan Agreement may be amended, restated, replaced, consolidated or otherwise modified from time to time. To further effectuate the foregoing, the following defined terms contained in the Trademark Assignment are hereby amended to apply as follows:

a. The defined term "Loan Agreement" shall be deemed to apply to the First Amended and Restated Loan Agreement, as such First Amended and Restated Loan Agreement may be amended, restated, replaced, consolidated or otherwise modified from time to time.

b. The defined term "Obligations" shall be deemed to apply to all obligations of Borrower to Lender arising under or in connection with the First Amended and Restated Loan Agreement, as the same may be modified, amended, restated, replaced or consolidated from time to time.

c. The defined term "Barclays" shall be deemed to apply to Lender.

2. Amendment to Schedule A. Schedule A of the Trademark Assignment is hereby amended by adding thereto the following trademark:

U. S. Trademark:	Handkey
Registration No:	1,822,399
Issued:	February 22, 1994

TRADEMARK
REEL: 1732 FRAME: 0136

3. Representations and Warranties.

a. Borrower hereby ratifies and reaffirms the representations and warranties contained in the Trademark Assignment, each as though made as of the date hereof.

b. Borrower represents and warrants that this Amendment has been duly executed and delivered by it, and this Amendment is the valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

4. Miscellaneous.

a. The Trademark Assignment is hereby amended wherever necessary to reflect the foregoing amendments.

b. Except as expressly herein amended, all provisions of the Trademark Assignment shall remain in full force and effect.

c. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

d. This Amendment shall be construed in accordance with and be governed by the internal laws of the State of Illinois.

e. Wherever possible each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives as of the date first above written.

FLEET CAPITAL CORPORATION

By: Edward M. Bartkowski
Edward M. Bartkowski
Vice President

TRADEMARK
REEL: 1732 FRAME: 0137

HARROW PRODUCTS, INC.

By: John S. Hogan
Name: JOHN S. HOGAN
Title: VP & CFO

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 9th day of ~~July~~ August, 1996, personally appeared Edward M. Bartkowski to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of FLEET CAPITAL CORPORATION, a Rhode Island corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

Kelly Ehrhart
Notary Public

[SEAL]

NOTARY PUBLIC
KELLY EHRHART
STATE OF WISCONSIN

My commission expires: 4-5-98

STATE OF Michigan
) SS.
COUNTY OF Kent)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 27 day of ~~July~~ August, 1996, personally appeared John S. Hogan to me known personally, and who, being by me duly sworn, deposes and says that he/she is the Vice President of HARROW PRODUCTS, INC., a Delaware corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

Carol Ann Ferris
Notary Public

[SEAL]

My commission expires:

CAROL ANN FERRIS
Notary Public, Kent County, MI.
My Commission Expires December 7, 1996

STL-505978.02

TRADEMARK
REEL: 1732 FRAME: 0139

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U. S. Trademark:	60 Type Truncated Triangular Depression
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Issued:	April 5, 1988
U. S. Trademark:	Lopper Depression
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Issued:	November 19, 1985
U. S. Trademark:	THE ARTISAN COLLECTION
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Issued:	September 18, 1984

U. S. Trademark:	IVES
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