

06-01-1998



100723558

nal documents or copy thereof.

To the Honorable Commissioner of Patents

MEP 5-20-98

1. Name of conveying party(ies):
LaSalle Business Credit, Inc.

Individual Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 Other _____

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

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

Name Radiac Abrasives, Inc.

Internal Address: _____

Street Address: 1015 S. College Avenue

City Salem

State Illinois ZIP 62881

3. Name of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 19, 1998

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

Additional name(s) & addresses(es) attached?
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
74/712,682

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,704,565; 393,093; 258,118; 1,163,445; 1,895,901; 1,085,900; 361,633; 1,124,397; 1,892,797; 759,475; 780,757; 853,925; 433,412; 433,413; 763,738; 433,414; 433,415; 1,036,090; 750,312

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

Name: Raymond A. Kurz

Internal Address: Rothwell, Figg, Ernst & Kurz, P.C.
Columbia Square
Suite 701 East Tower

Street Address: 555 Thirteenth Street, N.W.

City: _____

State: Washington, D.C. Zip 20004

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41): . . . \$ 515.00
 Enclosed
 Authorized to be charged to deposit account (**ANY ADDITIONAL FEE REQUIRED**)

8. Deposit account number:
02-2135

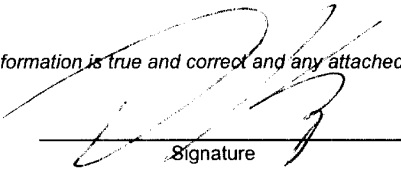
06/01/1998 DCOATES 00000038 74712682
 01 FC:481 40.00 OP
 02 FT:482 475.00 OP

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.

Raymond A. Kurz
 Name of Person Signing


 Signature

May 20, 1998
 Date

Total number of pages including cover sheet, attachments and documents: 6

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is dated as of May 19, by and between Radiac Abrasives, Inc., a Delaware corporation ("Borrower") with its mailing address at 1015 S. College Avenue, Salem, Illinois 62881 and LaSalle Business Credit, Inc., a Delaware corporation ("LaSalle") with its mailing address at 120 East Baltimore Street, Suite 1800, Baltimore, Maryland 21202.

WHEREAS, Borrower and LaSalle have entered into an Assignment of Trademarks as Collateral Security dated as of September 22, 1995, recorded with the U.S. Patent and Trademark Office on October 10, 1995, Reel 1395/Frame 0136.

WHEREAS, said Assignment of Trademarks as Collateral Security was intended to, *inter alia*, secure timely payment and performance and satisfaction of obligations in connection with a certain Loan Agreement described in further detail in the Assignment of Trademarks as Collateral Security.

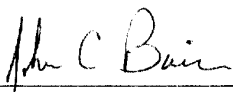
WHEREAS, Borrower and LaSalle are desirous of clarifying the issue of ownership of the Trademarks assigned as collateral security pursuant to the Assignment of Trademarks as Collateral Security ("Trademarks" as used hereinafter are as defined in the Assignment of Trademarks as Collateral Security), and superseding the Assignment of Trademarks as Collateral Security by this Assignment of Trademarks and the Trademark Security Agreement which is entered into concurrently with this Agreement, such that the Trademarks which were the subject of the Assignment of Trademarks

as Collateral Security shall be owned by Borrower, subject to an ongoing security interest in the Trademarks, *inter alia*, by LaSalle.

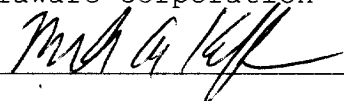
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower agrees with LaSalle as follows.

In order to facilitate and perpetuate the interests of Borrower and LaSalle, LaSalle hereby assigns unto Borrower, subject to a continuing security interest as set forth in the Trademark Security Agreement, entered into concurrently between Borrower and LaSalle, all right, title and interest in the Trademarks, including the Trademarks set forth in Annex A, as well as the entire goodwill of the business symbolized by the Trademarks as well as all license rights in said Trademarks.

ATTEST:



LASALLE BUSINESS CREDIT, INC.,
a Delaware Corporation

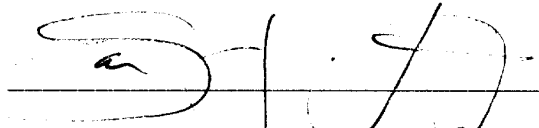
By 

Typed Name Mark A. Kauffman

Typed Title Vice President

State of Maryland)
County of Carroll) ss:

This 19th day of May, 1998, before me personally came the above-named Mark A. Rauffman, to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.



My commission expires: 8-12-01

[SEAL]

EXHIBIT A

To Assignment Of Trademarks As Collateral Security

<u>Name of Mark</u>	<u>Country</u>	<u>Registration Or Application Serial Number</u>	<u>Issue Or Filing Date</u>
DIAMOND LOGO (L&L)	United States	74/712,682	08/08/95
HYPOR-CUT (Fishman)	United States	1,704,565	08/04/92
POR-OS-WAY	United States	393,093	01/27/42
RADIAC	United States	258,118	08/19/93
RADIAC	United States	1,163,445	08/04/81
RADIAC	United States	1,895,901	05/30/95
RAILMASTER	United States	1,085,900	02/21/78
RED STREAK	United States	361,633	10/25/38
TUF-CUT	United States	1,124,397	08/28/79
UNITED STATES ABRASIVES (L&L)	United States	1,892,797	05/02/95
FRONTIER	United States	759,475	11/05/83
KUPDISK	United States	780,757	11/12/84
METACLAD	United States	853,925	08/06/88
NATALITE	United States	433,412	10/14/67
NATALON	United States	433,413	10/14/67
NATIONAL	United States	763,738	01/28/84
ONALITE	United States	433,414	10/14/67
ONALON	United States	433,415	10/14/67
PYRIMID	United States	1,036,090	03/23/76
QUIK-MOUNT	United States	750,312	02/22/83

RADIAC	Canada	252,933	11/21/85
RADIAC	France	93,496,928	12/16/93
RADIAC	Germany	1,019,438	08/19/93
RADIAC	Germany	2,084,131	12/28/93
RADIAC	Ireland	100,342	01/17/87
RADIAC	Italy	378,337	11/14/85
RADIAC	England	498,044	12/12/88
NATAFLEX	Canada	186/47410	03/03/89