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FORM PTO-1594 (Rev. 5-93)

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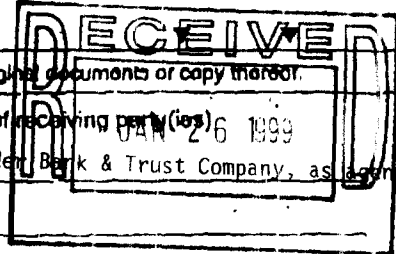


ET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4-94)

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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).

Brooks Equipment Company, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 25, 1998

2. Name and address of receiving party(ies)

Name: JBT Schroder Bank & Trust Company, as agent

Internal Address:

Street Address: One State Street

City: New York State: NY ZIP: 10004

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

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

413,770

Serial No. 74/513,387

Additional numbers attached? Yes No

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

Return To 87 227 Kg
 National Corporate Research, LTD.
 225 W. 34th St., Suite 910
 New York, N.Y. 10122
 (800) 221-0102 (212) 947-7200

City: State: ZIP:

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 650

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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01 FC: 81 40.00 OP
02 FC: 82 25.00 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.

Jennifer Ferrero
Name of Person Signing

Jennifer Ferrero
Signature

1/19/99

Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK SECURITY INTEREST AGREEMENT

TRADEMARK SECURITY INTEREST AGREEMENT dated as of November 25, 1998 ("Trademark Security Interest Agreement"), made by Brooks Equipment Company, Inc. (the "Assignor") to IBJ Schroder Bank & Trust Company as agent (in such capacity, together with its successors in such capacity, "Agent") for each of the Banks referred to below.

PRELIMINARY STATEMENTS. 1. Reference is made to the Credit Agreement dated as of November 25, 1998, among BECO Acquisition Company, Inc. ("Borrower"), BECO Holdings, Inc. ("Guarantor") each Bank as specified in the Credit Agreement and Agent (the Credit Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement"). The terms defined in the Credit Agreement and not otherwise defined in this Trademark Security Interest Agreement which are used in this Trademark Security Interest Agreement shall have the meanings set forth in the Credit Agreement.


2. Reference is made to the Security Agreement dated as of November 25, 1998 (the Security Agreement, as it may hereafter be amended or otherwise modified from time to time, the "Security Agreement") made by Borrower to Agent for the benefit of the Banks and all of the terms and provisions of such Security Agreement are hereby incorporated into and made a part of this Trademark Security Interest Agreement.

3. Pursuant to the terms of the Security Agreement, the Assignor, the registrant of record in the United States Patent and Trademark Office of the trademark registrations and applications set forth in Schedule A attached hereto and made a part hereof (the "Trademarks"), granted to Agent for the benefit of the Banks a security interest in all the Trademarks.

NOW THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the Assignor, having its address set forth on the signature page hereof, intending to be legally bound, does hereby grant to Agent, with a place of business located at One State Street, New York, New York 10004, for the benefit of the Banks, a security interest in and on all of its right, title and interest in and to each of the respective Trademarks together with the goodwill associated therewith and the registrations and applications thereof in the United States Patent and Trademark Office, the same to be held and enjoyed by Agent until the security interest under the Security Agreement is terminated.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Interest Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date above written.

BROOKS EQUIPMENT COMPANY, INC.

By 
Name: Dennis G. Sisco
Title: Vice President

Address:

Approved and Accepted:

IBJ SCHRODER BANK & TRUST COMPANY,
As Agent

By: _____
Name: DeVer G. Warner
Title: Managing Director

IN WITNESS WHEREOF the Assignor has caused this Trademark Security Interest Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date above written.

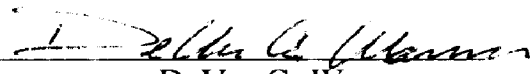
BROOKS EQUIPMENT COMPANY, INC.

By _____
Name
Title:

Address:

Approved and Accepted:

IBJ SCHRODER BANK & TRUST COMPANY,
As Agent

By: 
Name: DeVer G. Warner
Title: Managing Director

SECURITY INTEREST AGREEMENT

FEDERAL TRADEMARK SCHEDULE

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>DATE FILED</u>	<u>STATUS</u>
BECO	Serial No. 73/567,171 Reg. No. 1,413,770	Filed: 11/6/1985 Registered: 10/14/86	Expires: October 14, 2006
FIREFACTS	Serial No. 74/513,387	Filed: 4/18/94	Abandoned 11/13/95

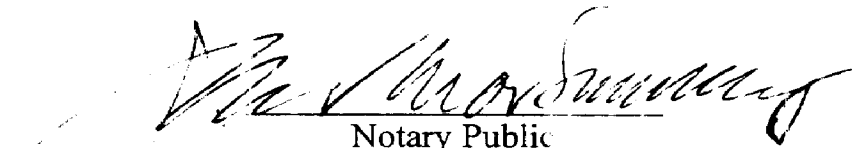
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK:

:SS

COUNTY OF NEW YORK:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 25th day of November, 1998, personally appeared Dennis Sisco, who being by me duly sworn, deposes and says that he is the Vice President of Books Equipment ^{Cooperation} Company, a limited liability company, and that he, as such Vice President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act of such limited liability ^{Cooperation} company as such Vice President.


Notary Public

My commission expires:
JOHN C. Mac MURRAY
Notary Public, State of New York
No. 31-4763099
Qualified in New York County
Commission Expires March 30, 1999
November

STATE OF NEW YORK:

:SS

COUNTY OF NEW YORK:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of November, 1998, personally appeared _____, who being by me duly sworn, deposes and says that he is a _____ of IBJ Schroder Bank & Trust Company, a banking corporation organized under the laws of the United States, and that he, as such _____ being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as a _____.

Notary Public

My commission expires:
