

MRD
3-17-99

03-23-1999



HEET

100991089

1. Name of conveying party(ies):

Stanhope Products Company
379 Albert Street
Brookville, OH 45309

- Individual(s)
- 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: January 31, 1999

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

Name: Fleet Capital Corporation

Internal Address: _____

Street Address: One North Franklin, Suite 3600

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- 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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,840,180

Additional numbers attached? Yes No

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

Name: Husch & Eppenberger, LLC

Internal Address: ATTN: Lisa Robison

Street Address: 1200 Main St., Ste. 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

- 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.

Lisa Robison
Name of Person Signing

Signature

3/16/99

Date

Total number of page comprising cover sheet: 10

03/22/1999 INGVJEN 00000107 1840180

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KC-42837

TRADEMARK
REEL: 1871 FRAME: 0901

**SECOND AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS AGREEMENT is made as of January 31, 1998 by and between STANHOPE PRODUCTS COMPANY ("Assignor"), an Ohio corporation with its chief executive office and principal place of business located at 379 Albert Street, Brookville, Ohio 45309 and FLEET CAPITAL CORPORATION ("Lender"), a Rhode Island corporation with an office located at One North Franklin, Suite 3600, Chicago, Illinois 60606.

PRELIMINARY STATEMENTS

A. Assignor executed and delivered an Amended and Restated Trademark Collateral Assignment and Security Agreement dated as of July 28, 1997 in favor of Lender and recorded at Reel 1617, Frame 0951 in connection with a Loan and Security Agreement among Lender and the Borrowing Group (as hereinafter defined) dated the same date. The Borrowing Group Loan Agreement amends and restates that Loan and Security Agreement in its entirety; this Agreement amends and restates the Trademark Collateral Assignment and Security Agreement in its entirety.

B. Under the Borrowing Group Loan Agreement, Lender has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Trademark, as defined hereinafter. The Borrowing Group Loan Agreement provides that Lender shall have the right to foreclose on the Trademark Collateral, as defined hereinafter, and the Other Assets, upon the occurrence of an Event of Default, in order that any owner of the Trademark Collateral may continue the manufacture of products under the Trademark and maintain substantially the same product specifications and quality as maintained by Assignor.

C. Brittany Corporation, Duffy Holding, Inc., Great Lakes Casting Corporation, Grandma Ransbottom's Country Store, Inc., Jamestown Metal Products, Inc., The Payne Investment Company, Robinson-Ransbottom Pottery Co., Stanhope Products Company, and UCC Holding Company (collectively, the "Borrowing Group") and Lender have entered into that certain Second Amended and Restated Loan and Security Agreement dated on or about the date hereof, providing for loans by Lender to the Borrowing Group of up to \$13,000,000 in the aggregate, to be evidenced by a Third Amended and Restated Revolving Credit Note in such face amount. The Second Amended and Restated Loan and Security Agreement, as the same may be amended, replaced or restated from time to time, shall be referred to herein as the "Borrowing Group Loan Agreement".

D. On or about the date hereof, Bettcher Manufacturing, LLC, an Ohio limited liability company, ("Bettcher") is entering into a Loan and Security Agreement with Lender pursuant to which Lender is providing a credit facility of up to \$6,000,000 to Bettcher (hereinafter, as the same may be amended, replaced or restated from time to time, the "Bettcher Loan Agreement").

E. Duffy Tool & Stamping, Ltd. ("New Duffy") and Sovereign Tool & Engineering, Ltd., each an Ohio limited liability company (hereinafter, collectively, the "Duffy Borrowers") and Lender have entered into that certain Loan and Security Agreement dated as of July 28, 1997, providing for loans by Lender to the Duffy Borrowers of up to \$27,000,000 in the aggregate, to be evidenced by an Amended and Restated Revolving Credit Note in such face amount. Such Loan and Security Agreement, as the same may be amended, replaced or restated from time to time, shall be referred to herein as the "Duffy Loan Agreement".

F. In addition, the Borrowing Group has also executed and delivered to Lender that certain Guaranty dated as of July 28, 1997 of the Duffy Borrowers under the Duffy Loan Agreement, and the Borrowing Group is also executing and delivering to Lender a Guaranty dated on or about the date hereof of Bettcher under the Bettcher Loan Agreement (collectively, the "Borrowing Group Guaranties").

G. Each of the Borrowing Group, Assignor, and Bettcher is, directly or indirectly, a wholly owned subsidiary of Brittany. A majority of the ownership interests in New Duffy are owned indirectly by Brittany.

H. Capitalized terms used herein not otherwise defined are used as defined in the Borrowing Group Loan Agreement, the Bettcher Loan Agreement, and the Duffy Loan Agreement and shall be used cumulatively to the extent possible (e.g. "Notes" shall mean all Notes under any Loan Agreement). In the event of any inconsistency, the Borrowing Group Loan Agreement shall govern. The Borrowing Group Loan Agreement, the Bettcher Loan Agreement and the Duffy Loan Agreement are sometimes collectively referred to herein as the "Loan Agreements" or individually as a "Loan Agreement".

I. It is a condition precedent to the making of Loans by Lender under the Borrowing Group Loan Agreement, the Bettcher Loan Agreement, and the Duffy Loan Agreement that Assignor shall have made the pledge contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce Lender to make Loans under the Borrowing Group Loan Agreement, the Bettcher Loan Agreement and the Duffy Loan Agreement, Assignor hereby agrees as follows:

1. Grant of Security Interest; Collateral Assignment.

(a) This Agreement secures the payment of all obligations of:

(i) Brittany and the other members of the Borrowing Group now or hereafter existing under the Borrowing Group Guaranties, whether for principal, interest, fees, expenses or otherwise;

(ii) Brittany and the other members of the Borrowing Group now or hereafter existing under the Borrowing Group Loan Agreement, the Notes executed in connection therewith and the other Loan Documents, whether for principal, interest, fees, expenses or otherwise;

(iii) Bettcher now or hereafter existing under the Bettcher Loan Agreement, the Notes executed in connection therewith, and the other Loan Documents executed under the Bettcher Loan Agreement, whether for principal, interest, fees, expenses or otherwise; and

(iv) The Duffy Borrowers now or hereafter existing under the Duffy Loan Agreement, the Notes executed in connection therewith, and the other Loan Documents executed under the Duffy Loan Agreement, whether for principal, interest, fees, expenses or otherwise; and

(v) Assignor now or hereafter existing under this Agreement (all such obligations of Assignor, Brittany, Bettcher, the Duffy Borrowers, and the other members of the Borrowing Group being the "Obligations").

(b) Assignor hereby grants to Lender a continuing security interest in all of its right, title and interest in and to the trademark(s), tradename(s) and servicemark(s) listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Trademark"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and 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 "Trademark Rights"), and the goodwill of the business to which the Trademark relates (the "Associated Goodwill") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "Trademark Collateral").

(c) In addition to the grant of security interest provided in paragraph 1(b), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence and during the continuance of an Event of Default; provided, further, that Lender will not convey any interest in the Trademark Collateral except as provided herein.

2. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Lender that regarding each Trademark which materially affects Assignor's business, Properties, prospects, profits, or condition (financial or otherwise):

(a) The registrations of such Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Such Trademark is valid and enforceable;

(c) No claim has been made that the use of such Trademark does or may violate the rights of any third person;

(d) Other than rights in favor of Lender, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark, free and clear of any liens, charges and the 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 to perform its terms;

(f) Assignor shall use for the duration of this Agreement, the proper statutory notice in connection with its use of such Trademark;

(g) Assignor shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under such Trademark.

3. Inspection Rights. Assignor hereby grants to Lender and its employees, agents and designees the right to visit, upon reasonable notice to Assignor, Assignor's plants and facilities which manufacture, inspect or store products sold under the Trademark, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with paragraph 2(g) hereof.

4. Further Assurances. 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 Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

5. Additional Trademarks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), tradename(s) or servicemark(s) or application(s) therefor, the provisions of paragraph 1 shall automatically apply thereto (unless any agreement or license creating such rights expressly prohibits the application of this Agreement thereto) and Assignor shall give Lender prompt written notice thereof.

6. Modification by Lender. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), tradename(s) or servicemark(s), or future application(s) therefor, covered by paragraphs 1 and 5 hereof, without the signature of Assignor to the extent permitted by applicable law.

7. Grant of License to Lender. Assignor hereby presently grants to Lender a license to use the Trademark in connection with the Collateral, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral, by or to Lender pursuant to any Loan Agreement and/or this Agreement. The license granted in this paragraph 7 may be transferred by Lender, without Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Obligations have been satisfied in full.

8. Rights of Assignor. Unless an Event of Default has occurred and is continuing, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademark 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 license under the Trademark or the other Trademark Collateral, other than the license to Lender hereunder, without the prior written consent of Lender.

9. Default. If an Event of Default, has occurred and is continuing, Assignor's ownership and right shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement, the New Duffy Loan Agreement and 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 Trademark Collateral may be located. If, to the extent Lender has not previously conveyed its interest in the Trademark Collateral pursuant to rights granted to it hereunder or under any of the Loan Documents, if all Events of Default, have been cured, then, Lender shall, unless Assignor has otherwise agreed, reconvey its interest in the Trademark Collateral received pursuant to this paragraph 9.

10. Termination of Agreement. At such time as all of the Obligations shall have been completely satisfied, this Agreement shall terminate and Lender shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, attorneys' fees and legal expenses incurred by Lender 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, without limitation, 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 Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate, as defined in the Loan Agreement.

12. Preservation of Trademark Rights. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark registration applications of the Trademark pending as of the date of this Agreement or thereafter which are material to Assignor's business until the Obligations shall have been satisfied in full, to make federal application on registrable but unregistered trademarks which are material to Assignor's business, 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 Trademark which are material to Assignor's business. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Trademark which is material to Assignor's business without the prior written consent of Lender. Assignor shall have the right, with the consent of

Lender, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark, in which event Lender may, if necessary, be joined as a nominal party to such suit so long as Lender is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, attorneys' fees, incurred by Lender in the fulfillment of any provision of this paragraph 12.

13. Lender Appointed Attorney-In-Fact. Effective upon the occurrence and during the continuance of an Event of Default, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender 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 Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral 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. Lender May Act. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including, without limitation, attorneys' fees, incurred by Lender in protecting, defending or maintaining the Trademark Collateral or any part thereof.

15. No Waiver. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under any Loan Agreement or under applicable law 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. Rights Cumulative. All of Lender' rights and remedies with respect to the Trademark Collateral, whether established hereby or by any Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

17. Severability. 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. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

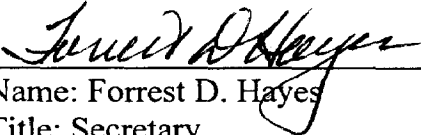
19. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties in accordance with

the terms of the Borrowing Group Loan Agreement; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

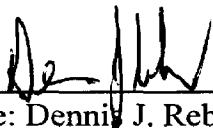
20. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Illinois.

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

STANHOPE PRODUCTS COMPANY

By: 
Name: Forrest D. Hayes
Title: Secretary

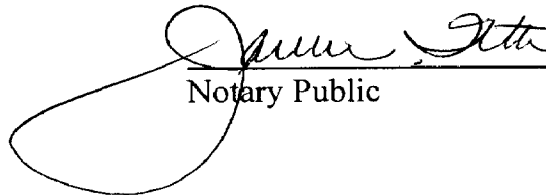
FLEET CAPITAL CORPORATION

By: 
Name: Dennis J. Rebman
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

Before me, the undersigned, a Notary Public in and for the City and State aforesaid, on this 2nd day of February, 1999, personally appeared Forrest D. Hayes to me known personally, and who, being by me duly sworn, deposes and says that he is the Secretary of STANHOPE PRODUCTS COMPANY, an Ohio 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.



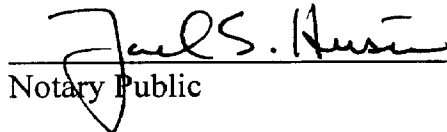
Notary Public

[SEAL]

My commission expires: September 26, 2001

STATE OF Ohio)
) SS
COUNTY OF Cuyahoga)

Before me, the undersigned, a Notary Public in and for the City and State aforesaid, on this 5th day of February, 1999, personally appeared Dennis J. Rebman to me known personally, and who, being by me duly sworn, deposes and says that he is the 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.



Notary Public

[SEAL]

My commission expires:

JOEL S. MEISER, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date.
Phone 148-3840

Schedule A to a Second Amended and Restated
Trademark Collateral Assignment and Security Agreement
between Stanhope Products Company
and Fleet Capital Corporation.

U.S. Trademark: SP and Design
Registration No: 1,840,180
Issued: June 21, 1994