

04-21-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4/13/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09291998

Name Galbreath Incorporated

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Indiana

Receiving Party

Mark if additional names of receiving parties attached

Name Heller Financial, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 500 West Monroe

Address (line 2)

Address (line 3) Chicago

City

IL

State/Country

60661

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04-13-1999
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

04/20/1999 DNGUYEN 00000157 75331284

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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

REEL: 001885 FRAME: 0651

REEL: 1885 FRAME: 0651

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75331284"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1660510"/>	<input type="text" value="1957440"/>	<input type="text"/>
<input type="text" value="1796654"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1957439"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #


Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy

Name of Person Signing



Signature

4/12/99

Date Signed

TRADEMARK SECURITY AGREEMENT
Galbreath Incorporated

WHEREAS, Galbreath Incorporated, an Indiana corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark Licenses listed on Schedule I annexed hereto; and

WHEREAS, Galbreath Incorporated, an Indiana corporation ("Borrower"), and Heller Financial, Inc., as agent ("Agent") and the lenders named therein are parties to a Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Borrower by Agent and certain other financial institutions that are parties to the Loan Agreement or become lenders pursuant to assignments under Subsection 9.1 of the Loan Agreement (Agent and such other lenders are collectively called "Lenders"); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent (in such capacity, "Grantee") for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment and performance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule I annexed hereto and the Trademarks licensed under any Trademark License, or

(b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

For purposes of this Trademark Security Agreement, the capitalized terms used herein shall have the following meanings:

"Trademark License" means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Grantor), including, without limitation, the agreements described in Schedule I to this Trademark Security Agreement.

"Trademarks" means collectively all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I of this Trademark Security Agreement; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of September, 1998.

GALBREATH INCORPORATED

By: Timothy R. Foster
Name: Timothy R. Foster
Title: Vice President Finance

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: _____
Name: Nancy Stafford
Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of September, 1998.

GALBREATH INCORPORATED

By: _____
Name: Timothy R. Foster
Title: Vice President Finance

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: Nancy Stafford
Name: Nancy Stafford
Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Dallas §

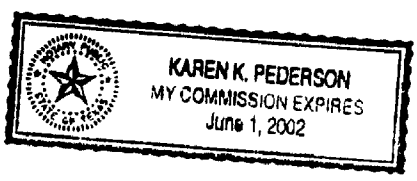
On the 24th day of September, 1998 before me personally appeared Nancy Stafford, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Heller Financial, Inc. who being by me duly sworn, did depose and say that she is Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; ~~that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors;~~ that she signed her name thereto by like order; and that she acknowledged said instrument to be the free act and deed of said corporation.

KKP

(Seal)

Karen K. Pederson

Notary Public



Schedule I
to Trademark
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

<u>Description</u>	<u>Trademark/ Serial Number</u>
U.S. Trademark	#500084
U.S. Trademark	#500138
U.S. Trademark	#514768
U.S. Trademark	#1,660,510
U.S. Trademark	#1,796,654
U.S. Trademark	#1,957,439
U.S. Trademark	#1,957,440

Trademarks Pending with The United States Patent & Trademark Office
Serial Number 75/331,284

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

Licenses to or from Grantor with respect to the trademarks listed above pursuant to the following International Distributorship Agreements:

None

UNREGISTERED TRADEMARKS

None

9140.100:61602
Galbreath Incorporated - Trademark Security Agreement