

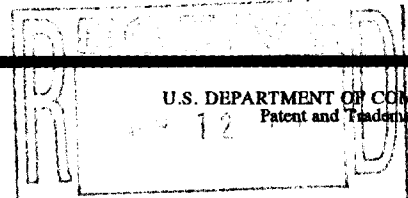
04-21-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **BELDING HAUSMAN INCORPORATED**

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

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

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

Name: National Bank of Canada
 Internal Address: 125 W. 55th Street
 Street Address: 125 W. 55th Street
 City: New York State: NY ZIP: 10019

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

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

Effective Date: March 3, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

782,919 "BLAIR HOUSE"

Additional numbers attached? Yes No

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

Name:

K. KaRan Reed

Street Address:

Jenkins and Gilchrist, P.C.
1100 Louisiana Street, Suite 1800
Houston, Texas 77002

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41):

\$ 40.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447
 (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.

K. KaRan Reed
 Name of Person Signing

K. KaRan Reed
 Signature

4/8/99
 Date

Attorney Docket: 26016-00005

Total number of pages comprising cover sheet: 1

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40.00 DF

Date of Deposit April 8, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT Washington, D.C. 20231.

Sally K. Carlisle
Sally K. Carlisle

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of March 3, 1999, is between BELDING HAUSMAN INCORPORATED, a Delaware corporation ("Grantor") (who owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto), NATIONAL BANK OF CANADA ("Secured Party"), as agent for itself and the other Lenders who are or may become parties to the Credit Agreement (as defined below).

RECITALS:

A. Grantor, Secured Party and the lenders which are parties thereto entered into that certain Credit Agreement dated as of July 31, 1996 (as amended by that certain Waiver and First Amendment to Credit Agreement dated as of December 31, 1996, that certain Waiver and Second Amendment to Credit Agreement dated as of December 31, 1997, and that certain Waiver and Third Amendment to Credit Agreement dated as of December 31, 1997, the "Original Credit Agreement").

B. Secured Party and Grantor entered into that certain Trademark Security Agreement dated as of July 31, 1996 (the "Original Agreement"), pursuant to which Grantor granted to Secured Party, for the benefit of itself and the lenders under the Original Credit Agreement, a security interest in Grantor's trademarks and other related Property.

C. Grantor, Secured Party and Lenders have agreed to amend and restate the Original Credit Agreement as set forth in that certain Amended and Restated Credit Agreement dated concurrently herewith (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

D. Secured Party and Lenders have, in part, conditioned their obligations under the Credit Agreement upon the execution and delivery of this Agreement by Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agrees as follows:

AGREEMENT:

As collateral security for the prompt payment and performance when due of the Obligations (as such term is defined in the Credit Agreement) (whether at stated maturity, by acceleration or otherwise), Grantor hereby grants to Secured Party 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 1

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, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; 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 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 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.

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

The Original Agreement is amended and restated in its entirety by this Agreement. The existing assignments, pledges, liens and security interest created by the Original Agreement are not extinguished but are hereby continued and remain in full force and effect.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

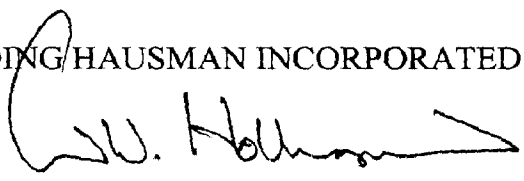
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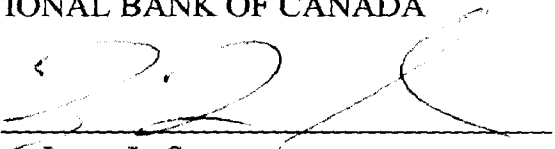
GRANTOR:

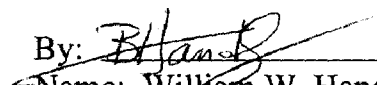
SECURED PARTY:

BELDING HAUSMAN INCORPORATED

NATIONAL BANK OF CANADA

By: 
Name: Arthur W. Hollingsworth
Title: Chairman

By: 
Name: Larry L. Sears
Title: Vice President and Manager

By: 
Name: William W. Handley
Title: Vice President

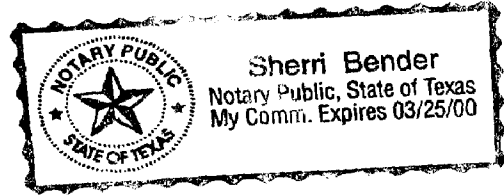
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 3rd day of March, 1999, by Arthur W. Hollingsworth, the Chairman of Belding Hausman Incorporated, a Delaware corporation, on behalf of such corporation.

{Seal}

Sherri Bender
Notary Public in and for the
State of Texas
Print name: _____

My commission expires: _____



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 3rd day of March, 1999, by Larry L. Sears, the Vice President and Manager of National Bank of Canada, a Canadian banking association, on behalf of such banking association.

{Seal}

Sherri Bender
Notary Public in and for the
State of Texas
Print name: _____

My commission expires: _____

