

05-26-1999



101046824

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

5-21-99

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
- Merger
- Change of Name
- Other Second Amendment to Security Agreement

Effective Date
Month Day Year
05-07-99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05-07-99

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

05/25/1999 MTHAI1 00000151 1909110

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 1175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1896 FRAME: 0340

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

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Lisa Robison

Name of Person Signing



Signature

5-17-99

Date Signed

ALPHABETICAL LIST OF USA TRADEMARKS AND APPLICATIONS

MACWHYTE COMPANY

MARK	COUNTRY	(SN) OR (REG.) NO.	FILING DATE (F) OR EXPIRATION DATE (E)	CLASS	ENTITY
AFFINITI	USA	REG. 1,909,110	E: 08/01/2005	4	MAC
AMSTED	USA	REG. 947,080	E: 11/14/2002	6	MAC
BLUE & WHITE STRAND	USA	REG. 949,634	E: 01/02/2003	6	MAC
BRAID-LOC	USA	REG. 773,924	E: 07/28/2004	7	MAC
BROBAS	USA	REG. 1,139,388	E: 09/09/2000	6	MAC
BROBAS	USA	REG. 1,138,802	E: 08/19/2000	22	MAC
BRODERICK & BASCOM	USA	SN: 75/453896	F: 03/20/98	6	MAC
BRODRIL	USA	REG. 609,794	E: 08/02/2005	6	MAC
BROGAL	USA	REG. 381,636	E: 10/01/2000	6	MAC
BROLOC	USA	REG. 609,795	E: 08/02/2005	6	MAC
CABLE-LAID SAFE GUARD	USA	REG. 685,734	E: 09/29/99	6	MAC
DESIGN OF ROPE WITH BLACK AND WHITE FILAMENT	USA	REG. 1,131,623	E: 03/11/2000	6	MAC
DESIGN OF YELLOW COATED WIRE ROPE	USA	REG. 1,366,060	E: 10/15/2005	6	MAC
8 GUARD	USA	REG. 1,553,461	E: 08/28/2009 DO NOT RENEW- USE AS COMMON LAW	6	MAC
GRAY STRAND	USA	REG. 659,208	E: 03/11/2008	6	MAC
GRAY STRAND (WORD)	USA	REG. 655,686	E: 12/17/2007	7	MAC
HI-FATIGUE	USA	REG. 356,888	E: 05/17/2008	6	MAC
HI-LASTIC	USA	REG. 506,331	E: 02/01/2009	6	MAC

ALPHABETICAL LIST OF USA TRADEMARKS AND APPLICATIONS

MACWHYTE COMPANY

MARK	COUNTRY	(SN) OR (REG.) NO.	FILING DATE (F) OR EXPIRATION DATE (E)	CLASS	ENTITY
MACWHYTE	USA	REG. 129,992	E: 03/16/2000	6	MAC
MACWHYTE	USA	REG. 83,754	E: 10/10/2001	6	MAC
NORSEPLAY	USA	REG. 856,321	E: 09/10/2008	6	MAC
NYCOAT	USA	REG. 1,517,770	E: 12/27/2008	6	MAC
ORANGE COLOR FOR THERMOPLASTIC ENCAPSULATED WIRE ROPE	USA	REG. 1,854,444	E: 09/20/2004	6	MAC
PFV	USA	REG. 1,029,156	E: 01/06/2006	6	MAC
POWER FLEX	USA	REG. 1,855,517	E: 09/27/2004	6	MAC
POWERSTEEL	USA	REG. 662,100	E: 05/27/2008	6	MAC
POWERSTEEL PLUS	USA	REG. 1,684,284	E: 04/28/2002	6	MAC
POWERSTEEL PLUS WITH DESIGN	USA	REG. 1,698,758	E: 07/07/2002	6	MAC
QUICK-RIG	USA	REG. 1,895,873	E: 05/30/2005	6	MAC
ROPE-LAID SAFE-GUARD	USA	REG. 685,735	E: 09/29/99	6	MAC
SAFE-GUARD	USA	REG. 684,291	E: 09/01/99	7	MAC
SAILBRYTE	USA	REG. 1,567,970	E: 11/28/99	6	MAC
SAILBRYTE II	USA	REG. 1,946,970	E: 01/09/2009	6	MAC
7-FLEX	USA	REG. 1,608,812	E: 08/07/2000	6	MAC
SPACE-LAY	USA	REG. 853,481	E: 07/30/2008	6	MAC
SUPER 7	USA *	REG. 908,380	E: 02/23/2001	6	MAC
300 FS	USA	REG. 784,243	E: 02/02/2005	6	MAC
THRIFT-T-LIFT	USA	REG. 678,303	E: 05/12/99	6	MAC
TORQUE-BALANCED	USA	REG. 1,566,749	E: 11/21/99	6	MAC

ALPHABETICAL LIST OF USA TRADEMARKS AND APPLICATIONS

MACWHYTE COMPANY

MARK	COUNTRY	(SN) OR (REG.) No.	FILING DATE (F) OR EXPIRATION DATE (E)	CLASS	ENTITY
TRIPLE 7	USA	REG. 1,814,704	E: 01/14/2004	6	MAC
TRIPLE 7 & DESIGN	USA	REG. 1,840,300	E: 06/21/2004	6	MAC
WHITE PAINTED STRAND SYMBOL	USA	REG. 511,202	E: 06/21/99	22	MAC
WHYTE STRAND	USA	REG. 1,145,639	E: 01/13/2001	6	MAC
YELLOW COATED WIRE ROPE (SUPPL. REG.)	USA	REG. 1,366,060	E: 10/15/2005	6	MAC
YELLOW MARKING FOR WIRE ROPE	USA	REG. 576,187	E: 06/23/2003	6	MAC
YELLOW STRAND	USA	REG. 551,915	E: 12/11/2001	6	MAC
YELLOW STRAND MARKING FOR WIRE ROPE	USA	REG. 576,187	E: 06/23/2003	6	MAC
YELLOWBRAID	USA	REG. 865,580	E: 03/04/2009	6	MAC

Prepared By/After Recording Return To:

Christopher J. Rockers, Esq.
Husch & Eppenberger, LLC
1200 Main Street, Suite 1700
Kansas City, Missouri 64105
(816) 421-4800

SECOND AMENDMENT
TO
COLLATERAL TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT TO COLLATERAL TRADEMARK SECURITY AGREEMENT (this "Second Amendment") is made and entered into effective as of the 7th day of May, 1999, by and between WIRE ROPE CORPORATION OF AMERICA, INCORPORATED, a Connecticut corporation ("Borrower"), and HSBC BUSINESS LOANS, INC., a Delaware corporation ("HSBC"), as agent for the lenders under the Third Amended and Restated Loan Agreement described below.

RECITALS

- A. CONTINENTAL BANK N.A. ("Continental"), MARINE MIDLAND BUSINESS LOANS, INC., a Delaware corporation ("MMBL"), and the Borrower entered into that certain Loan and Security Agreement dated as of January 13, 1994 (the "Original Loan Agreement").
- B. As part of the security for the Liabilities (as such term is defined in the Original Loan Agreement) of Borrower, Borrower executed and delivered to Continental that certain Collateral Trademark Security Agreement dated as of January 13, 1994, recorded on January 21, 1994 in the U.S. Patent and Trademark Office at Reel 1098, Frame 393, as amended by that First Amendment to Collateral Trademark Security Agreement dated May 31, 1996 (the "Assignment").
- C. BANKAMERICA BUSINESS CREDIT, INC. ("BABC") subsequently acquired all of Continental's interest in the Original Loan Agreement and all related documents, including the Assignment.
- D. BABC, HSBC as successor in interest to MMBL and Borrower, subsequently amended and restated the Original Loan Agreement pursuant to the terms and provisions of that certain Amended and Restated Loan and Security Agreement dated as of April 27, 1995 (as the same may be amended, restated, replaced, modified or supplemented from time to time, the "First Amended and Restated Loan Agreement").
- E. BABC subsequently sold and assigned to HSBC all of BABC's right, title and interest in and to the First Amended and Restated Loan Agreement and HSBC was appointed the successor agent for the lenders under said First Amended and Restated Loan Agreement.

F. HSBC, NATIONAL BANK OF CANADA ("Canada"), and Borrower amended and restated the First Amended and Restated Loan Agreement pursuant to the terms and provisions of that certain Second Amended and Restated Loan and Security Agreement dated as of May 31, 1996 (as the same has been amended from time to time, the "Second Amended and Restated Loan Agreement").

G. HSBC, Canada and Borrower have now amended and restated the Second Amended and Restated Loan Agreement pursuant to the terms and provisions of that certain Third Amended and Restated Loan and Security Agreement dated as of May 7, 1999 (as the same may be amended, restated, replaced, modified or supplemented from time to time.

H. HSBC, Canada and Borrower now desire to update the listing of trademarks provided in the Assignment, as more particularly hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Exhibit A. Exhibit A to the Assignment is hereby amended by adding the trademarks listed on Exhibit A-1 attached hereto and incorporated herein by this reference.
2. Further Assurances. The parties hereto agree to execute such other and further documents, instruments and agreements as may be necessary to implement the provisions of this Second Amendment.
3. No Other Amendments. Except as specifically amended hereby, the Assignment shall remain in full force and effect without change and be binding in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment as of the date first above written.

WIRE ROPE CORPORATION OF AMERICA,
INCORPORATED

By: J. Barclay, Jr.
Name:
Title:

HSBC BUSINESS LOANS, INC.

By: W. D. [Signature]
Name: W. D. [Signature]
Title: Branch Vice President

STATE OF MISSOURI)
) SS.
COUNTY OF Jackson)

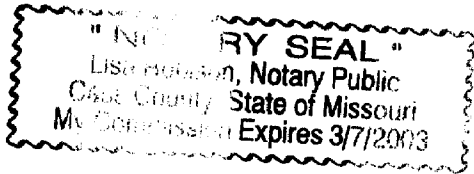
On this 7th day of May, 1999, before me, a Notary Public in and for said State, personally appeared W.C. Duppel, to me personally known, who, being by me duly sworn, did say that he ~~is~~ is the Senior Vice President of HSBC BUSINESS LOANS, INC., a corporation organized under the laws of the State of Delaware, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and he ~~is~~ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Lisa Robinson
Notary Public

[SEAL]

My Commission expires:



STATE OF MISSOURI)
) SS.
COUNTY OF Jackson)

On this 7th day of May, 1999, before me, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/~~she~~ is the J. P. Barclay, Jr. of WIRE ROPE CORPORATION OF AMERICA, INCORPORATED, a corporation organized under the laws of the State of Connecticut, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and he/~~she~~ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Lisa Robison
Notary Public

[SEAL]

My Commission expires:

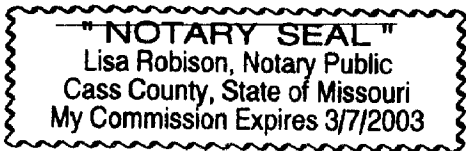


EXHIBIT A-1
TRADEMARKS