

05-20-1999



101044017
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

S-20-99

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

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

05/24/1999 DNGUYEN 00000180 74558597

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 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

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)

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

5-17-99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

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

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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 the Assignment.)

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)

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Prepared by: /
After Recording Return To:

Keith J. Ebling, Esq.
Husch & Eppenberger
100 North Broadway, Suite 1300
St. Louis, Missouri 63102
(314) 421-4800

FIRST AMENDMENT
TO
COLLATERAL TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO COLLATERAL TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into effective as of the 31st day of May, 1996, 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 Second Amended and Restated Loan Agreement described below.

RECITALS

A. CONTINENTAL BANK N.A. ("Continental"), MARINE MIDLAND BUSINESS LOANS, INC., a Delaware corporation ("MMBL"), and WIRE ROPE CORPORATION OF AMERICA, INCORPORATED, a Connecticut corporation (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 (as amended or otherwise modified from time to time, 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 MARINE MIDLAND BANK (being the 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").

KC-152159

TRADEMARK
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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, and Borrower have now 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 may be amended, restated, replaced, modified or supplemented from time to time, the "Second Amended and Restated Loan Agreement").

G. HSBC 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 following thereto:

U.S. Patent Application:	UNION WIRE ROPE
Serial No.:	74/558,597
Filed:	08/08/94
Status:	Pending

U.S. Patent Application:	TUF-GRIP
Serial No.:	75/049,947
Filed:	01/29/96
Status:	Awaiting First Action

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 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 Amendment as of the date first above written.

WIRE ROPE CORPORATION OF AMERICA,
INCORPORATED

By: J.P. Barclay, Jr.
Name: J. P. Barclay, Jr.
Title: Chairman and CEO

HSBC BUSINESS LOANS, INC.

By: W.C. P. P. P. 1987
Name: W.C. P. P. P.
Title: Admin. Vice. Pres.

STATE OF MISSOURI)
) SS.
COUNTY OF Jackson)

On this 30th day of May, 1996, before me, a Notary Public in and for said State, personally appeared W.C. Dippel, to me personally known, who, being by me duly sworn, did say that ~~he/she~~ is the Admin Vice Pres. 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/she~~ acknowledged said instrument to be the free act and deed of said corporation.

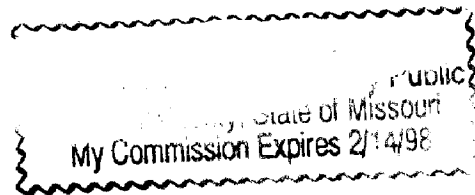
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Judith J. Richardson
Notary Public
Judith J. Richardson

[SEAL]

My Commission expires:

2/14/98



STATE OF MISSOURI)
) SS.
COUNTY OF Jackson)

On this 30th day of May, 1996, before me, a Notary Public in and for said State, personally appeared J. P. Barclay, Jr. to me personally known, who, being by me duly sworn, did say that he ~~she~~ is the Chairman and CEO 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.

Judith J. Richardson
Notary Public
Judith J. Richardson

[SEAL]

My Commission expires:

2/14/98

Judith J. Richardson, Notary Public
Jackson County, State of Missouri
My Commission Expires 2/14/98