

06-02-1999



101052258

5-25-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 Effective Date
Month Day Year
- ☐ Change of Name
- ☐ Other

Conveying Party

- ☐ Mark if additional names of conveying parties attached
- Name Reliance Products Limited Partnership
- Execution Date
Month Day Year
 05 05 1999

Formerly

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

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name Bank of America National Trust and Savings Association

DBA/AKA/TA

Composed of

Address (line 1) 231 South LaSalle Street

Address (line 2)

Address (line 3) Chicago

IL

60697

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☐ Association
- ☒ Other banking association
- ☐ 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.)

05/28/1999 TTOM11 00000152 798497

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
375.00 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. 20503

REEL: 001905 FRAME: 0304

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Federal Research Corp.

Address (line 1)

400 Seventh St NW

Address (line 2)

Suite 101

Address (line 3)

Washington DC 20004

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.

22

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)

798497	1289211	1512200
981545	1410942	1529425
1155738	1505711	1590915

Number of Properties

Enter the total number of properties involved.

16

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.

Carole S. Moorehouse

Carole S. Moorehouse

5/19/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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)

1604799		
1638758		
1744084		
1755359		
2026841		
2126171		
2085908		

**AMENDMENT NO. 1 TO
COLLATERAL TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Collateral Trademark Security Agreement dated as of December 11, 1996 (the "Trademark Security Agreement") made by Reliance Products Limited Partnership, a Delaware limited partnership (the "Borrower") in favor of Bank of America National Trust and Savings Association, successor by merger to Bank of America Illinois with an office at 231 South LaSalle Street, Chicago, Illinois 60697 (the "Lender") is made as of May 5, 1999.

WHEREAS, the Borrower and Lender are parties to that certain Loan and Security Agreement dated as of December 11, 1996, as it may be amended from time to time, pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its trademarks, trademark applications, tradenames, service marks, service mark applications and goodwill (collectively, "Trademarks");

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on December 19, 1996 Reel/Frame # 1517/0766, in the form attached hereto as Exhibit 1.

WHEREAS, since the date of the Borrower's execution of the Trademark Security Agreement, the Borrower has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 3 of the Trademark Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:


1. Schedules. Schedule A as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Amendment No. 1 to Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Borrower and the Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

RELIANCE PRODUCTS LIMITED PARTNERSHIP

By RELIANCE PRODUCTS, INC.,
its general partner

By 
Richard Fownes, President

Agreed and Accepted this
5th day of May __, 1999

BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION

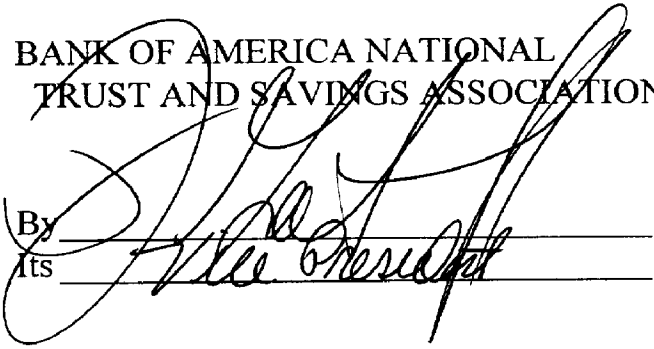
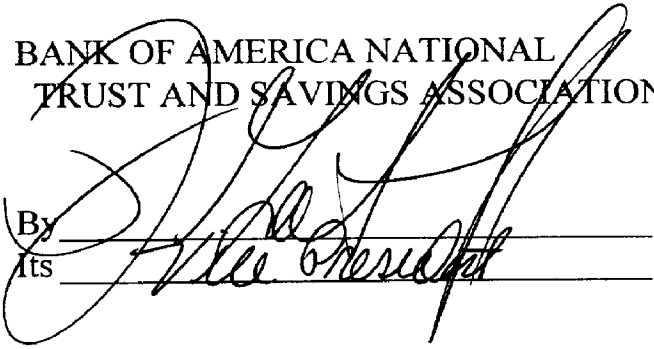
By 
Its 

EXHIBIT 1
COPY OF RECORDED TRADEMARK SECURITY AGREEMENT



CLIENT #: 31512	ORDER #: 746419-2	DATE: 12/31/96
SARA KINCAID		Fee: 25.00
GOLDBERG KOHN PC - BANK OF AMERICA/MOLL		Disb: 213.50
SUITE 3700		Verbal or Fax Report: 0.00
55 E MONROE		Courier: 0.00
CHICAGO, IL 60603		Subtotal: 238.50
Phone: (312) 201-3943		Sales Tax: 0.00
Fax: (312) 332-2196		TOTAL: \$ 238.50

CHARGES ARE FOR INFORMATIONAL PURPOSES ONLY YOU WILL BE BILLED AT A LATER DATE

NAME:	Reference: 2031.035
RELIANCE PRODUCTS LIMITED PARTNERSHIP	

TYPE OF SERVICE:	Document filing
JURISDICTION:	FEDERAL AGENCY, District of Columbia

TRADEMARK FILING - SECURITY AGREEMENT - FILE SECOND
U.S. PATENT & TRADEMARK OFFICE
FEDERAL EXPRESS TO & FROM JURISDICTION
EXPEDITE SERVICE - RETURN TO TEAM A

PLEASE SEE ATTACHED RECEIPT AND NOTICE OF RECORDATION
FROM THE U.S. PATENT & TRADEMARK OFFICE.

RECORDATION DATE: 12-19-96
REEL/FRAME: 1517/0766
NUMBER OF PAGES: 13

NOTE: BEFORE USING ANY MATERIALS OBTAINED THROUGH **LEXIS DOCUMENT SERVICES**, YOU SHOULD CAREFULLY READ THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS REPORT. USE OF THE MATERIALS PROVIDED CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

LEXIS DOCUMENT SERVICES

The Patent and Trademark stamp hereon is an acknowledgment that the U.S. Patent and Trademark Office received:

Parties listed on document:

Party One:

Reliance Products Limited Partnership

Party Two:

Bank of America Illinois

Title of document:

Security Agreement

Trademark Numbers:

1966101 + 4 others

Patent Numbers:

Filing Date *12-18-96*

Total Pages

13

Total Fee

170

801 Adlai Stevenson Drive, Springfield, Illinois 62703
(217) 544-5900 • (800) 634-9738 • FAX (800) 452-6299

ASSISTANT

RECEIVED

FILED

COLLATERAL TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL TRADEMARK SECURITY AGREEMENT (this "Security Agreement") made as of the 11 day of December, 1996, by RELIANCE PRODUCTS LIMITED PARTNERSHIP, a Delaware limited partnership ("Borrower"), and BANK OF AMERICA ILLINOIS, an Illinois banking corporation having its principal office at 231 South LaSalle Street, Chicago, Illinois 60697 ("Lender").

W I T N E S S E T H:

WHEREAS, Borrower has entered into a Loan and Security Agreement of even date herewith (said Loan and Security Agreement, as it may hereafter be amended or otherwise modified from time to time, being called the "Loan and Security Agreement"; capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Loan and Security Agreement) with Lender; and

WHEREAS, it is a condition precedent to the making of the loans under the Loan and Security Agreement that Borrower shall grant the security interest and make the collateral assignment contemplated by this Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for good and valuable consideration, the receipt of which is hereby acknowledged, Borrower hereby agrees with Lender as follows:

1. Grant of Security Interest. To secure the prompt and complete payment, observance and performance of all of the Liabilities, Borrower hereby grants a security interest in, mortgages and collaterally assigns to Lender, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale as hereinafter provided after the occurrence of an Event of Default and during the continuance thereof, to the extent permitted by law, all of Borrower's right, title and interest in the following property, whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

(a) trademarks, trademark registrations, interests under trademark license agreements, trade names and trademark applications, service marks, service mark registrations, service mark applications and brand names, including, without limitation, the trademarks, trade names, service marks and registrations and applications thereof listed on Exhibit A attached hereto and made a part hereof and the trademark license agreements (both as licensee and licensor) listed on Exhibit B attached hereto and made a part hereof and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable to Borrower with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing

trademarks, trade names, service marks, applications, registrations, and interests under trademark license agreements, together with the items described in clauses (i) through (iv) in this subsection (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) the goodwill of Borrower's business connected with the Trademarks.

2. Restrictions on Future Agreements. Borrower hereby agrees that until all Liabilities shall have been satisfied in full and the Loan and Security Agreement shall have been terminated, Borrower shall not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with Borrower's obligations under this Security Agreement and Borrower further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Lender under this Security Agreement and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

3. New Trademarks. Borrower hereby represents and warrants that the Trademarks listed on Exhibit A and the license agreements listed on Exhibit B constitute all of the registered Trademarks now owned by or licensed to or by Borrower on the date hereof which are material to the business of Borrower. If, before the Liabilities have been satisfied in full and the Loan and Security Agreement terminated, Borrower shall (i) obtain rights to any new trademarks, trademark registrations or applications or trade names or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or trade name, the provisions of paragraph 1 above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Exhibit A and Exhibit B to include any future trademarks, trademark registrations, trademark applications, trade names and license agreements which are (i) Trademarks, as applicable, under paragraph 1 above or under this paragraph 3 and (ii) material to the business of Borrower.

4. Additional Representations and Warranties. Borrower hereby represents, warrants, covenants and agrees that:

(a) It is and will continue to be the owner of all of its right, title and interest in the Collateral, free from any lien or security interest in favor of any Person except for the security interest granted to Lender.

(b) It has the right and power to grant the security interest in the Collateral made hereby.

(c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or

encumbrance on any of the Collateral except for license agreements to use such Collateral granted to licensees described on Exhibit B hereto.

(d) Borrower has not executed or filed any financing statement or other document or instrument in any public office covering any part of the Collateral, except those showing Lender as secured party, and so long as any Liabilities remain outstanding under the Loan and Security Agreement or the Loan and Security Agreement has not terminated, it shall not execute, and shall not file in any public office, any such financing statement or other document or instruments, except financing statements on file or to be filed in favor of Lender.

(e) All information furnished to Lender by Borrower concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of Borrower's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks listed on Exhibit A which would materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement granted to Lender including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Lender hereunder.

5. Royalties; Terms. Borrower hereby agrees that any rights granted hereunder to Lender with respect to all Collateral as described above shall be worldwide and without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments of security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Trademarks assigned hereunder or (ii) all Liabilities have been paid in full and the Loan and Security Agreement has been terminated.

6. Sale, Assignment or Lease. Borrower agrees not to sell or assign its interest in, or grant any license under, any of the Collateral without the prior written consent of Lender.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of all Liabilities and termination of the Loan and Security Agreement, Lender shall, at Borrower's sole cost and expense, execute and deliver to Borrower all termination statements, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan and Security Agreement.

8. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until all Liabilities shall have been paid in full and the Loan and Security Agreement shall have been terminated, (ii) to make application on Trademarks, as

appropriate, and (iii) to preserve and maintain all rights in the Trademarks which are material to the business of Borrower. Any expenses incurred in connection with this paragraph 8 shall be borne by Borrower.

If Borrower fails to comply with any of the foregoing duties, Lender may do so in Borrower's name to the extent permitted by law, and at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Lender in protecting, defending and maintaining the Collateral, which counsel may be an employee of Lender.

In the event that Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or security interest prohibited hereby, or shall fail to comply with any other duty hereunder, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Borrower, and all moneys so paid out shall be Liabilities of Borrower repayable on demand, together with interest at the rate of interest applicable to Revolving Loans under the Loan and Security Agreement.

9. Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and any licenses thereunder, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender or such other party in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender or such other party for all costs and expenses incurred by Lender or such other party in the exercise of its or their rights under this paragraph 9.

10. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan and Security Agreement 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.

11. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid or 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 Security Agreement in any jurisdiction.

12. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan and Security Agreement. All of the rights and remedies of Lender with respect to the Collateral, whether

established hereby or by the Loan and Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power at any time after the occurrence of an Event of Default and during the continuance thereof, (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Collateral, or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Security Agreement, and (ii) to take any other actions with respect to the Collateral as Lender reasonably deems in its best interests. This power of attorney, being coupled with an interest, shall be irrevocable until all Liabilities shall have been paid in full and the Loan and Security Agreement has been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan and Security Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement, all rights and remedies 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 Trademarks may be located. Recourse to security will not be required at any time.

14. Care of Collateral. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Borrower may request in writing, but failure of Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Lender to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by Borrower shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

15. Certain Rights Regarding Collateral and Liabilities. Lender may from time to time, whether before or after any of the Liabilities shall become due and payable, without notice to Borrower, take all or any of the following actions following the occurrence of an Event of Default: (a) transfer all or any part of the Collateral into the name of Lender or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder, (b) notify the parties obligated on any of the Collateral to make payment to Lender of any amounts due or to become due hereunder, (c) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto and (d) take control of any proceeds of the Collateral. Lender may, furthermore, from time to time, whether before or after any of the Liabilities shall become due and payable, without notice to Borrower, take all or any of the following actions: (a) retain or obtain a security interest in any property, in addition to the Collateral, to secure any of the Liabilities, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Borrower with respect to any of the Liabilities, (c) extend or renew for any period (whether or not longer than the original period) or exchange any of the Liabilities or release or compromise any

obligation of any nature of any party with respect thereto, (d) surrender, release or exchange all or any part of any property, in addition to the Collateral, securing any of the Liabilities, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to any such property, and (e) resort to the Collateral in accordance with the terms hereof for payment of any of the Liabilities whether or not it shall have resorted to any other property securing the Liabilities or shall have proceeded against any party primarily or secondarily liable on any of the Liabilities.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors, transferees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any of the Trademarks, are governed by the laws of a jurisdiction other than the State of Illinois. Unless otherwise defined herein or in the Loan and Security Agreement, terms used in Article 9 of the Uniform Commercial Code as enacted in the State of Illinois are used herein as therein defined.

18. Notice. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the Loan and Security Agreement.

19. CONSENT TO JURISDICTION. TO INDUCE LENDER TO ACCEPT THIS SECURITY AGREEMENT, BORROWER HEREBY IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS SECURITY AGREEMENT OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS STATED ON THE SIGNATURE PAGE HEREOF AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF.


20. WAIVER OF JURY TRIAL. BORROWER AND LENDER EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS SECURITY AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE

FUTURE BE DELIVERED IN CONNECTION HEREWITH, OR (ii) ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

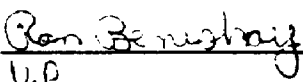
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement as of the date first above written.

RELIANCE PRODUCTS LIMITED
PARTNERSHIP

By RELIANCE PRODUCTS, INC., its general
partner

By 
Its President

BANK OF AMERICA ILLINOIS

By 
Its V.P.

ACKNOWLEDGMENT

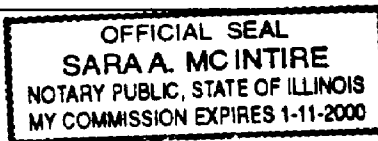
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sara A. McIntire, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Richard Townes, the President of Reliance Products, Inc., a Delaware corporation and the general partner of Reliance Products Limited Partnership, a Delaware limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation.

GIVEN under my hand and notarial seal this 11th day of December, 1996.

Sara A. McIntire
Notary Public

My Commission Expires:



ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sara A. McIntire, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Ron Benishay, the Vice President of Bank of America Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said bank.

GIVEN under my hand and notarial seal this 11th day of December, 1996.

Sara A. McIntire
Notary Public

My Commission Expires:

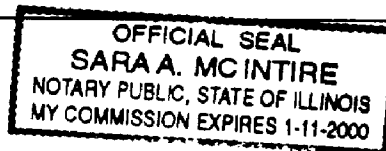


EXHIBIT A
to
Collateral Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Desert Patrol	1,966,101	04/09/96
Fold-A-Carrier	1,013,121	06/10/75
Hassock	1,581,363	02/06/90
Relia-Pegs	1,966,102	04/09/96
Reliance & Design	1,244,914	06/12/83

EXHIBIT B
to
Collateral Trademark Security Agreement
TRADEMARK LICENSE AGREEMENTS

None.

AMENDMENT NO. 1 TO SCHEDULE A

Exhibit A

U.S. Trademarks

<u>U.S. Registration Number</u>	<u>Trademark</u>	<u>Date Issued</u>
798,497	Old Pal	11/09/65 (issued)
981,545	Old Pal	04/02/74 (issued)
1,155,738	Tackle Box Top	05/26/81 (issued)
	Configuration for goods	
1,289,211	Fisherkid	08/07/84 (issued)
1,410,942	Cordwheel	09/23/86 (issued)
1,505,711	Code Blue	09/27/88 (issued)
1,512,200	Trotliner	11/08/88 (issued)
1,529,425	Cordwrap	03/14/89 (issued)
1,590,915	Litewrap	04/10/90 (issued)
1,604,799	Lid Locker	07/03/90 (issued)
1,638,758	Cordstand	03/19/91 (issued)
1,744,084	Connect-a-plug	12/29/92 (issued)
1,755,359	Hot Lids	03/02/93 (issued)
2,026,841	Cordwheel	12/31/96 (issued)
2,126,171	MFS	12/30/97 (issued)
2,085,908	Tackle Locker	08/05/97 (issued)

U.S. Trademarks Applications

<u>U.S. Serial Number</u>	<u>Trademark Application</u>	<u>Date Filed</u>
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