

8-27-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-31-1999

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



101132686

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8-27-99

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

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New		<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # <input type="text"/>	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text"/>
<input type="checkbox"/> Corrective Document	Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other	Trademark First Supplement to Mortgage <input type="text"/>

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

FOR OFFICE USE ONLY

08/31/1999 MTHAI1 00000018 75670041
01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

Deneen Sanders

Deneen Sanders

8/6/99

Name of Person Signing

Signature

Date Signed

FIRST SUPPLEMENT TO TRADEMARK MORTGAGE

THIS FIRST SUPPLEMENT TO TRADEMARK MORTGAGE (the "**Mortgage**") made as of this 6th day of August, 1999, by Barjan Products, L.L.C., a Delaware limited liability company ("**Mortgagor**"), in favor of Heller Financial, Inc., as agent ("**Agent**") for its own benefit and the benefit of the Lenders (as such term is defined in the Credit Agreement defined below).

W I T N E S S E T H

WHEREAS, Mortgagor, Agent and the Lenders are parties to a certain Credit Agreement dated as of May 6, 1999 (as amended or otherwise modified from time to time, the "**Credit Agreement**") and other related loan documents of even date therewith (collectively, with the Credit Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Agent, for the benefit of itself and the Lenders, of a security interest in certain of Mortgagor's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, in connection with the execution of the Credit Agreement and the additional Financing Agreements, Mortgagor executed and delivered to Agent that certain Trademark Mortgage dated as of May 6, 1999 (as amended or otherwise modified from time to time, the "**Trademark Mortgage**");

WHEREAS, Mortgagor desires to amend Schedule A to the Trademark Mortgage on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation. The Financing Agreements and the Trademark Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Amendment. Mortgagor and Agent hereby agree that Schedule A to the Trademark Mortgage is hereby amended by adding thereto the federally registered Trademarks listed on Schedule 1 hereto.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements and the Trademark Mortgage of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising 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, without limitation, the trademarks and applications listed on Schedule 1 attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); provided, however, that the Trademarks shall exclude any and all assets to the extent that (i) the granting of a security interest therein is prohibited by applicable law or (ii) they (or the agreements under which they arise) contain legally enforceable restrictions precluding the granting of security interests therein or the assignment thereof)..

4. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns. Except as expressly modified hereby, the Trademark Mortgage remains in full force and effect. Mortgagor hereby reaffirms its obligations under the Trademark Mortgage, as modified by this Mortgage.

5. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first written above.

BARJAN PRODUCTS, L.L.C.

By Thomas S. Bayley
Its Vice President

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as agent

By Steven Lane
Its VP

SCHEDULE 1

Mark	Reg. No.	Reg. Date
WILSON	2,034,892	02/04/97
WILSON	1,356,335	08/27/85

Mark	Ser. No.	Filing Date
WILSON	75/670,041	03/29/99