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To the Honorable Commissioner of Patent

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bradshaw International, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: August 31, 1999

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

Name: Fleet Business Credit Corporation

Internal Address: Attn: Thomas Forbath

Street Address: 15260 Ventura Blvs., Ste 400

City: Sherman Oaks State: CA ZIP: 91403

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

160 4386

see attached Schedule 1

B. Trademark registration No.(s)

see attached Schedule 1

Additional numbers attached? Yes No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41):..... \$ 340.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/08/1999 JSHABAZZ 00000039 1604386

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 300.00 DP

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. Kristine Dunn, Esq.

Name of Person Signing

Signature

Sept. 2, 1999

Date

Total number of pages comprising cover sheet:

9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and reviewing the sample cover sheet. Send comments regarding this burden estimate to the Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20540, or to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE 1

TO RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Trademarks / Service Marks

<u>Trademark/ Service Mark</u>	<u>Application No./ Registration No.</u>	<u>Filed/ Registered</u>
Good Cook (& Design)	1,604,386	07/03/90
Euroflex	1,627,184	12/11/90
Ultra Series	1,767,212	04/27/93
GoodCook	1,767,215	04/27/93
GoodCook Quality By Design	1,774,958	06/08/93
Fairgrove	920,633	09/21/71
Fairgrove	1,555,478	09/12/89
Fairgrove (& Design)	1,847,994	08/02/94
Bright Buys	1,983,228	06/23/93
Oven Fresh	2,094,958	09/09/97
Air Perfect (& Design)	2,189,233	09/15/98
Bonny	965,485	08/07/73
Easy Seal	75/627,933	01/11/99

FIRST AMENDMENT TO
TRADEMARK AND PATENT SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT (the "Amendment"), dated as of August 31, 1999, is entered into by and between BRADSHAW INTERNATIONAL, INC., a California corporation ("Debtor") and FLEET BUSINESS CREDIT CORPORATION (formerly known as Sanwa Business Credit Corporation) ("Secured Party"), with reference to the following facts:

RECITALS

A. Debtor and Secured Party have entered into the Loan and Security Agreement (as amended, the "Loan Agreement") dated as of January 14, 1998, pursuant to which Secured Party has made certain credit facilities available to Debtor.

B. Debtor and Secured Party have entered into that certain Trademark and Patent Security Agreement (the "Agreement"), dated on January 14, 1998, pursuant to which Debtor granted to Secured Party a security interest in and lien upon all of Debtor's general intangibles, including without limitation all patents and trademarks, to secure the prompt and indefeasible payment and performance of all obligations, liabilities and indebtedness of Debtor to Secured Party of every kind, nature and description, including without limitation, the "Obligations" as defined in the Loan Agreement.

C. Debtor has acquired the additional trademarks listed on Exhibit A attached hereto (the "Trademarks").

D. Debtor and Secured Party desire to amend and supplement the Agreement to add the Trademarks, listed on Exhibit A attached hereto, so that the Trademarks are covered by the Agreement and to amend Schedule C to the Agreement.

AGREEMENT

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

1. Schedule A. Schedule A attached to the Agreement is hereby amended to read in full as set forth in Schedule A attached hereto as Exhibit A.


2. Schedule C. Schedule C attached to the Agreement is hereby amended to read in full as set forth in Schedule C attached hereto as Exhibit B.

2. Reaffirmation. Except as supplemented, modified and amended by this Amendment, the terms and conditions of the Agreement shall remain unmodified, are hereby reaffirmed, and shall continue in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be executed by its duly authorized officers as of the date first written above.

"Debtor":

BRADSHAW INTERNATIONAL, INC.,
a California corporation

By: 
Name: JERRY VIGLIOTTI
Title: VICE PRESIDENT - FINANCE

"Secured Party":

FLEET BUSINESS CREDIT CORPORATION

By: _____
Thomas Forbath
Vice President

2. Schedule C. Schedule C attached to the Agreement is hereby amended to read in full as set forth in Schedule C attached hereto as Exhibit B.

2. Reaffirmation. Except as supplemented, modified and amended by this Amendment, the terms and conditions of the Agreement shall remain unmodified, are hereby reaffirmed, and shall continue in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be executed by its duly authorized officers as of the date first written above.


"Debtor":

BRADSHAW INTERNATIONAL, INC.,
a California corporation

By: _____
Name: _____
Title: _____

"Secured Party":

FLEET BUSINESS CREDIT CORPORATION

By:  _____
Thomas Forbath
Vice President

State of California)
)
County of SAN BERNARDINO)

On 31-AUG-1999 before me, JEFFREY S MEGORDEN, Notary Public,

personally appeared JERRY VIGLIOTTI

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Jeffrey S Megorden

State of California)
)
County of _____)

On _____ before me, _____, Notary Public,

personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

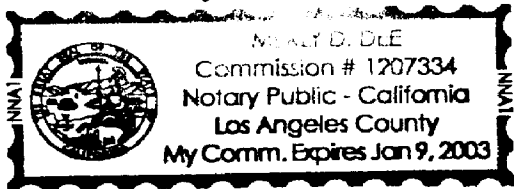
State of California)
County of Los Angeles)

On 8-31-99 before me, Merly D. Dee, Notary Public,

personally appeared Thomas Forbath

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Merly D. Dee

State of California)
County of _____)

On _____ before me, _____, Notary Public,

personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

<u>Trademark/ Service Mark</u>	<u>Application No./ Registration No.</u>	<u>Filed/ Registered</u>
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Air Perfect (& Design)	2,189,233	09/15/98
Bonny	965,485	08/07/73
Easy Seal	75/627,933	01/11/99

SCHEDULE C
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

Pak Imports, New Zealand
Good Cook
Bright Buys
Fairgrove

Cork International, Australia
Good Cook
Bright Buys
Fairgrove

HyperTrade (Pty) Ltd., South Africa
Good Cook
Bright Buys
Fairgrove