

RE

09-22-1999

U.S. DEPARTMENT OF COMMERCE  
Patents and Trademark Office

1 SHEET

SEP 1

attached original documents or copy thereof.



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To the Honorable Commissioner of F

1. Name of conveying party(ies):

Greensteel, Inc.

*MLO*  
*9-21-99*

- Individual(s)
- General Partnership
- Corporation-State
- 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: Aug 19, 1999

2. Name and address of receiving party(ies)

Name: Fleet National Bank (as agent)

Internal Address: \_\_\_\_\_

Street Address: One Federal St.

City: Boston State: MA ZIP: 02110

- Individual(s) citizenship
- Association national banking
- General Partnership
- Limited Partnership
- Corporation-State
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,103,359

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

09/22/1999 DNGUYEN 00000014 2103359  
01 FC:481 40.00

DO NOT USE THIS SPACE

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.

Laura Konrath  
Name of Person Signing

Signature

9/15/99  
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

Part 2

August 19, 1999

Fleet National Bank, as Administrative Agent  
under the Credit Agreement referred to below  
One Federal Street  
Boston, MA 02110  
Attention: Corporate Banking Group

Intellectual Property Security Agreement,  
dated as of November 20, 1998, made by  
PolyVision Corporation and the other Grantors to  
Fleet National Bank, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may on the date hereof and hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by PolyVision Corporation and the other Grantors to Fleet National Bank, as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby assigns and pledges to the Administrative Agent, for the benefit of the Administrative Agent and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations, a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies that such Annexes

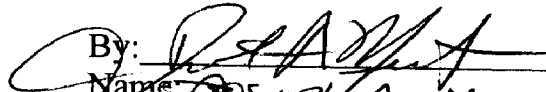
have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete as of the date hereof.

The undersigned hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

A. LAWER CORPORATION

By:   
Name: PSA A Mendez  
Title: President

180 North Sherman Avenue  
Corona, California 91720

[Signature Page to IP Security Agreement Supplement]

Annex I -- Patents and Patent Applications

None

## Annex II -- Trademark Registrations and Applications

On October 7, 1997, A. Lawer Corporation was granted a federal trademark that covers the mark "NACO" for use in association with visual display products. This trademark registration carries the registration no. 2,103,359. A copy of this trademark registration will be furnished upon request. Upon the merger of A. Lawer Corporation into Greensteel, Inc. ("Greensteel"), the NACO trademark will be assigned to Greensteel. The lien on, and security interest in, the NACO trademark that is being assigned and pledged to the Administrative Agent for the ratable benefit of the Administrative Agent and the ratable benefit of the Secured Parties, will continue (after the assignment to Greensteel) to be secured pursuant to the terms of the Intellectual Property Security Agreement dated November 20, 1998, to which Greensteel was a party, and pursuant to the terms of this Supplement to the Intellectual Property Security Agreement.

To A. Lawer Corporation's knowledge, NACO West, a California corporation, NACO, Inc., an Illinois corporation, and NACO CORP., an entity doing business in Florida, use the NACO name and there is a Website that utilizes "NACO" in its domain name. A. Lawer Corporation believes these uses to be non-infringing uses because these uses are by and for companies that are in businesses significantly different than that of A. Lawer Corporation and therefore there is little likelihood of confusion with A. Lawer Corporation's mark.

Annex III -- Copyright Registrations and Applications

None

Annex IV -- Licenses

None

NY/POTAMIANOSC/324504/6y#0011.DOC/8/18/99/18199.010900

**RECORDED: 09/21/1999**

**TRADEMARK  
REEL: 001961 FRAME: 0621**