

09-22-1999



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To the Honorable Commissioner

ATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ADEMARK ONLY

9-20-99

RECEIVED

Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Arrowhead Conveyor LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Ltd. Liability company

- Association
- Limited Partnership

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Collateral Assignment
- Merger
- Change of Name

Execution Date: 6/30/99

1999 SEP 20 AM 11:23
OPR/FINANCE

Name and address of receiving party(ies)

Name: Finova Capital Corporation

Internal Address:

Street Address: 355 S. Grand Avenue

City: Los Angeles State: CA ZIP: 90071

- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,660,525	2,013,223
2,017,015	2,130,921
	2,151,342

Additional numbers attached? Yes No

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

Name: LaValle D. Ptak
Internal Address: Law Office of LaValle Ptak

Street Address: 4420 N. Saddlebag Trail
Suite 102

City: Scottsdale State: AZ ZIP: 85251

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

09/21/1999 NTHAI1 00000276 1660525

1 FC:441 40.00 OP
2 FC:442 100.00 OP

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.

LaValle D. Ptak

Name of Person Signing

Signature

Sept 15, 1999

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001962 FRAME: 0173

AMENDMENT TO COLLATERAL ASSIGNMENT
OF TRADEMARKS, LICENSES AND PATENTS
AND SECURITY AGREEMENT

THIS AMENDMENT to Collateral Assignment of Trademarks, Licenses and Patents and Security Agreement (the "Amendment") is made and entered into this 30th day of June, 1999, by and between ARROWHEAD CONVEYOR LLC., a Delaware limited liability company (formerly called Arrowhead Acquisition Partners, LLC) ("Assignor") and FINOVA CAPITAL CORPORATION, a Delaware corporation ("Assignee"), with reference to the following:

RECITALS

A. Reference is made to that certain Collateral Assignment of Trademarks, License and Patents and Security Agreement made as of the 11th day of September 1998, by Assignor for the benefit of the Assignee (the "Original Agreement"). Capitalized terms used in this Amendment which are defined in the Original Agreement shall have the same meaning and definition when used in this Amendment, unless such term is either defined in or amended by this Amendment.

B. On even date herewith, the Assignor and Assignee have entered into First Amendment to the Loan Agreement (the "First Amendment").

C. In connection with the First Amendment, the Assignor and the Assignee desire to amend the Original Agreement in the manner hereinafter set forth.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. From and after the Effective Date (as defined in the First Amendment), the Original Agreement is amended as follows:

1.1 The term "Trademarks" is amended to include the matters listed on Exhibit 1.1.

1.2 The term "Licenses" is amended to include the matters listed on Exhibit 1.2.

1.3 The term "Patents" is amended to include the matters listed on Exhibit 1.3.

1.4 The term "Loan Agreement" is amended to refer to that certain Loan and Security Agreement dated September 11, 1998 by and between Assignor and Assignee as the same has been amended by that certain First Amendment to the same of even date herewith, as the same may hereinafter, from time to time, be further amended, modified or restated.

1.5 The term "Agreement" shall refer to the Original Agreement, as the same has been amended by the Amendment, as the same may hereinafter, from time to time, by further amended, modified or restated.

2. Without in any way limiting the provisions of the Agreement and other Loan Documents, and to secure the prompt payment and performance of the Obligations, the Assignor hereby reaffirms the grant to Assignee or grants to Assignee, as the case may be, a first mortgage and security interest having priority over all other security interests, with power of

sale to the extent permitted by law upon the occurrence of an Event of Default, upon all of Assignor's right, title and interest in and to the Trademarks, Licenses and Patents.

3. As amended by this Amendment, the Agreement remains in full force and effect in accordance with its terms. The Assignor hereby represents and warrants to the Assignee that all of the representations and warranties of the Assignor in the Agreement remain true, complete and accurate. Without limiting the generality of the foregoing the Assignor represents and warrants to the Assignee that the Assignor owns all of the Trademarks, Licenses, and Patents free and clear of all liens or security interests other than that granted to the Assignee pursuant to the Agreement or has otherwise been approved by the Assignee pursuant to the Loan Documents.

4. This Amendment may be executed in any number of separate counterparts, all of which, when taken together, shall constitute a one and the same instrument, admissible into evidence, notwithstanding the fact that all of the parties have not signed the same counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile shall be equally effective as the delivery of a manually executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile shall also deliver a manually executed counterpart of this Amendment, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Amendment as of the date first above written.

Assignor:

ARROWHEAD CONVEYOR, LLC.,
(formerly called Arrowhead Acquisition
Partners, LLC.) a Delaware limited liability
company

By: Arrowhead Advisors LLC, a Delaware
limited liability company

By: Caleb S. Kramer
Caleb S. Kramer
Manager

Assignee:

FINOVA CAPITAL CORPORATION, a
Delaware corporation

By: Carlton S. Breed
Name: Carlton S. Breed
Its: Vice President

Exhibit 1.1

U.S. TRADEMARK REGISTRATIONS							
Pattern-Rite	USA	079097	07/17/90	1,660,525	Registered	10/15/91	18049/9007
Busse	USA	667754	04/28/95	2,017,015	Registered	11/19/96	18049/9012
Turbo	USA	667755	04/28/95	2,013,223	Registered	11/05/96	18049/9013
Turbo-Flo	USA	665999	04/26/95	2,130,921	Registered	01/20/98	18049/9014
Viper	USA	129840	07/03/96	2,151,342	Registered	04/14/98	18049/9019

(457852.1)

Exhibit 1.2

None

[457852.1]

Exhibit 1.3

UNITED STATES PATENTS AND APPLICATION				
Title/Mark	Country	Issue Date (Filed Date)	Regis. No./ Patent No.	Status
Container Transport Apparatus	USA	10/30/84 (04/21/82)	4,479,574	Issued
Container Cleaning Apparatus	USA	06/06/89 (12/05/86)	4,836,228	Issued
Method and Apparatus for Cleaning Tier Sheets	USA	05/18/99 (09/10/97)	5,903,954	Issued
Method and Apparatus for Cleaning Tier Sheets	USA	(09/10/97)	08/927,084	Pending
Apparatus for Palletizing Layers of Circular Containers Arranged in Honeycomb Pattern	USA	(07/17/87)	4,834,605	Issued
Apparatus for Palletizing Layers of Circular Containers Arranged in Honeycomb Pattern	USA	(12/14/88)	5,080,551	Issued
Palletizer	USA	(04/17/92)	5,395,209	Issued
INTERNATIONAL PATENTS				
Apparatus for Palletizing Layers of Circular Containers Arranged in Honeycomb Pattern	CANADA	(07/05/88)	1,303,635	Issued
Apparatus for Palletizing Layers of Circular Containers Arranged in Honeycomb Pattern	UNITED KINGDOM	(07/14/88)	2,207,649	Issued
U.S. PATENT APPLICATIONS				
Pallet and Top Frame Handler for a Palletizer	USA	(05/03/96)		Provisional (abandoned)
Separation Sheet Handler for Palletizer	USA	(05/03/96)		Provisional (abandoned)
Container Sweep Apparatus for a Palletizer	USA	(05/03/96)		Provisional (abandoned)
Container Handling System	USA	(11/18/96)		Provisional (abandoned)

Title/Mark	Country	Issue Date (Filed Date)	Regis. No./ Patent No.	Status
Container Handling System	USA	(10/01/97)		Provisional (abandoned)
Container Handling System for Palletizing and Depalletizing Articles	USA	(11/09/98)		Provisional
INTERNATIONAL PATENT APPLICATIONS				
Palletizer	CANADA	(08/05/92)		Pending
Pallet and Top Frame Handler for a Palletizer	PCT	(05/02/97)		Pending
Pallet and Top Frame Handler for a Palletizer	EPO	(05/02/97)		Pending
Pallet and Top Frame Handler for a Palletizer	USA	(01/19/99)		Pending
Separation Sheet Handler for Palletizer	PCT	(05/02/97)		Pending
Separation Sheet Handler for Palletizer	EPO	(05/02/97)		Pending
Separation Sheet Handler for Palletizer	USA	(11/03/98)		Pending
Container Sweet Apparatus for a Palletizer	PCT	(05/02/97)		Pending
Container Sweet Apparatus for a Palletizer	EPO	(05/02/97)		Pending
Container Sweet Apparatus for a Palletizer	USA	(02/15/99)		Pending