

9.20.99

REC

09-23-1999

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



To the Honorable Commissioner of Patents and Trademarks

101152778

1 original documents or copy thereof.

1. Name of conveying party(ies):

National Diversified Sales, Inc.

1999 SEP 20 AM 9:42

OPR/FINANCE

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

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

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

f/k/a First Bank National Association

Street Address: 601 Second Avenue South

City: Minneapolis State: MN ZIP: 55402-4302

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other National Banking Association

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

3. Nature of conveyance:

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

Execution Date: July 23, 1999

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

A. Trademark Application No.(s): 75/154,214

B. Trademark Registration No.(s): 2,104,980

Additional numbers attached? Yes No

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

Name: Devan V. Padmanabhan

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 04-1420 (Attach duplicate copy of this page if paying by deposit account)

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.

Devan V. Padmanabhan Name of person Signing

Signature (Reg. No. 38,262)

Sept. 16, 1999 Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

09/23/1999 NTHAI1 00000146 75154214

01 Ff:481 02 Ff:482

40.00 UP 25.00 OP

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

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

Public 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 completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 001963 FRAME: 0624

AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Amendment") dated as of July 23, 1999 is given by NATIONAL DIVERSIFIED SALES, INC., a California corporation (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION (the "Assignee"), formerly known as First Bank National Association, as agent for the banks (individually, a "Bank" and collectively, the "Banks") which are from time to time parties to the Credit Agreement (defined below).

A. The Assignor, the Banks and the Assignee, as agent, are parties to a Credit Agreement dated as of March 5, 1997, as amended by a First Amendment to Credit Agreement dated as of May 20, 1997, a Second Amendment to Credit Agreement dated as of June 30, 1998, a Third Amendment to Credit Agreement dated as of May 21, 1999, and a Fourth Amendment to Credit Agreement dated as of the date hereof (as so amended, the "Credit Agreement"), pursuant to which the Banks extended certain credit facilities to the Borrower.

B. In connection with the Credit Agreement, for good and valuable consideration the Assignor gave to the Assignee the Collateral Assignment of Trademarks, dated as of March 5, 1997 (the "Original Assignment").

C. The Assignor intends that by no later than August 15, 1999, its wholly-owned subsidiary, Bartron Corporation, shall merge with and into the Assignor, with the Assignor as the surviving entity (the "Bartron Merger").

D. In connection with the Bartron Merger, the patents assigned to the Assignee in connection with the Third Amendment to Credit Agreement dated as of May 21, 1999 shall, together with certain other assets of the Assignor, secure payment and performance of the Liabilities (as defined in the Original Assignment) of the Assignor,

E. Section 4 of the Original Assignment authorizes the Assignee to modify the Original Assignment by amending Exhibit A thereof to include any future patents.

NOW THEREFORE the Original Assignment is hereby amended as follows:

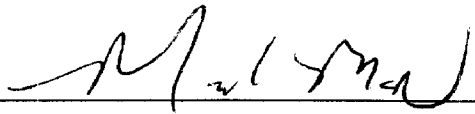
Section 1. Amendment to Original Assignment.

Exhibit A to the Original Assignment is deleted in its entirety and replaced with Exhibit A attached hereto.

Section 2. Acknowledgments and Affirmations. The Assignor and the Assignee each acknowledge that, (a) as amended hereby, the Original Assignment remains in full force and effect with respect to the Assignor and the Assignee, and (b) each reference to the Credit Agreement in the Loan Documents (as defined in the Credit Agreement) shall refer to the Original Assignment as amended hereby.

IN WITNESS WHEREOF, the Assignee has caused this Amendment to Collateral Assignment of trademarks to be executed as of the day and year first above written.

U.S. BANK NATIONAL
ASSOCIATION, as Agent

By 

Name **Mark R. McDonald**
Title **Vice President**

Address:
601 Second Avenue South
Minneapolis, MN 55402-4302
Attention: Mark R. McDonald MPFP0907
Facsimile No.: (612) 973-0822

This Amendment is acknowledged and agreed to by:

NATIONAL DIVERSIFIED SALES, INC.

By _____
Name _____
Title _____

Address:
851 North Harvard Avenue
Lindsay, California 93247
Attn: Chief Executive Officer
Facsimile No.: (559) 562-9771

MANUFACTURERS BANK, as a Bank

By _____
Name _____
Title _____

Address:
515 South Figueroa Street
Mail Station Lobby Level
Los Angeles, California 90071
Attention: Ronald Hagender
Facsimile No.: (213) 489-6252

IN WITNESS WHEREOF, the Assignee has caused this Amendment to Collateral Assignment of trademarks to be executed as of the day and year first above written.

U.S. BANK NATIONAL
ASSOCIATION, as Agent

By _____

Name _____

Title _____

Address:
601 Second Avenue South
Minneapolis, MN 55402-4302
Attention: Mark R. McDonald MPFP0907
Facsimile No.: (612) 973-0822

This Amendment is acknowledged and agreed to by:

NATIONAL DIVERSIFIED SALES, INC.

By RSB _____

Name Robert S. Bascock _____

Title President _____

Address:
851 North Harvard Avenue
Lindsay, California 93247
Attn: Chief Executive Officer
Facsimile No.: (559) 562-9771

MANUFACTURERS BANK, as a Bank

By _____

Name _____

Title _____

Address:
515 South Figueroa Street
Mail Station Lobby Level
Los Angeles, California 90071
Attention: Ronald Hagender
Facsimile No.: (213) 489-6252

IN WITNESS WHEREOF, the Assignee has caused this Amendment to Collateral Assignment of Trademarks to be executed as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as Agent

By _____

Name _____

Title _____

Address:
601 Second Avenue South
Minneapolis, MN 55402-4302
Attention: Mark R. McDonald MPFP0907
Facsimile No.: (612) 973-0822

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By _____

Name _____

Title _____

Address:
851 North Harvard Avenue
Lindsay, California 93247
Attn: Chief Executive Officer
Facsimile No.: (559) 562-9771

MANUFACTURERS BANK, as a Bank

By Ronald P. Hagender

Name Ronald P. Hagender

Title Vice President

Address:
515 South Figueroa Street
Mail Station Lobby Level
Los Angeles, California 90071
Attention: Ronald Hagender
Facsimile No.: (213) 489-6252

EXHIBIT A TO COLLATERAL ASSIGNMENT OF TRADEMARKS

TRADEMARKS

FEDERAL

<u>Mark</u>	<u>Reg No./Ser. No.</u>	<u>Reg. Date/Filing Date</u>	<u>Goods/Services</u>
POP-UP	75/154214	18/22/96	Non-metal Terminal Pipe Fittings

<u>Mark</u>	<u>Reg No./Ser. No.</u>	<u>Reg. Date/Filing Date</u>	<u>Goods/Services</u>
G.P. 8 PLUS	2,104,980	10/14/97	Weirat supporting pavers for plant growth

COMMON LAW

**SPEED-D BASIN
SPEE-D CHANNEL
MINI SPEE-D CHANNEL
MICRO CHANNEL
DURA CHANNEL
G.P. 8 PLUS**