

10-15-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101177226

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type☒

New

☐

Resubmission (Non-Recordation)

Document ID #

☐

Correction of PTO Error

Reel #

Frame #

☐

Corrective Document

Reel #

Frame #

Conveyance Type☐

Assignment

☐

License

☒

Security Agreement

☐

Nunc Pro Tunc Assignment

☐

Merger

☐

Change of Name

☐

Other

Effective Date
Month Day Year**Conveying Party**☐

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Alabama Metal Industries Corporation

9/30/99

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☒

Citizenship/State of Incorporation/Organization

Delaware

Receiving Party☐

Mark if additional names of receiving parties attached

Name BankBoston, N.A., as agent

DBA/AKA/TA

Composed of

Address (line 1)

100 Federal Street

Address (line 2)

Address (line 3)

Boston

City

MA

State/Country

02110

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

a national banking association

☐

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/14/1999 DNGUYEN 00000132 2064604

01 FC:481
02 FC:48240.00 OP
50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**TRADEMARK**
REEL: 001974 FRAME: 0587

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,064,604"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,068,661"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="606,894"/>	<input type="text"/>	<input type="text"/>

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.

Dana Kull, Esq.

Name of Person Signing

Signature

Date Signed

TRADEMARK

REEL: 001974 FRAME: 0588

**AMENDMENT NO. 1
TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 dated as of September ~~30~~ 1999 (this "Amendment") to the Trademark Security Agreement made by Alabama Metal Industries Corporation, a Delaware corporation (the "Company") and BankBoston, N.A, a national banking association, as the agent under the Amended and Restated Loan and Security Agreement referred to below (in such capacity, the "Agent").

Preliminary Statement

WHEREAS, the Company executed and delivered a Security Agreement (Trademarks) dated as of December 31, 1998 (the "Trademark Agreement") covering the Trademark Collateral described in Schedule A attached thereto and made a part thereof, to secure its indebtedness to the Agent and the Lenders (as hereafter defined) pursuant to that certain Amended and Restated Loan and Security Agreement dated as of December 31, 1998 between the Company, as borrower, the financial institutions parties thereto from time to time as lenders (the "Lenders") and the Agent, as amended by Amendment No. 1 dated as of September ~~29~~ 1999 between the Company, the Lenders and the Agent (said agreement, as further amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement"). Terms defined in, or by reference to, the Trademark Agreement, unless otherwise defined herein, are used herein as therein defined;

WHEREAS, the Agent's security interest in certain Trademark Collateral described in the Trademark Agreement was recorded in the United States Patent and Trademark Office on March 3, 1999, Reel 1865, Frame 0900;

WHEREAS, effective as of the date of this Amendment, the Company has acquired additional Trademark Collateral; and

WHEREAS, the Company is required under the Loan Agreement to grant to the Agent, for the benefit of the Lenders a continuing security interest in, and a continuing lien on the Trademark Collateral, and the Company and the Agent wish to amend the Trademark Agreement for the purpose of securing such additional Trademark Collateral of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment hereby agree that:

1. The Trademark Agreement is hereby amended by amending Schedule A to the Trademark Agreement by adding thereto the Trademarks set forth on Exhibit A attached hereto.

2. The Company and the Agent acknowledge and confirm that the security interest in and lien upon the Trademark Collateral described in the Trademark Agreement as modified by this Amendment continues to secure the obligations of the Company to the Lenders and the Agent with the same priority as existed immediately prior to the execution and delivery of this Amendment.

3. The Company hereby further acknowledges and confirms that the rights and remedies of the Agent and the Lenders with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted by the Trademark Agreement, as modified by this Amendment, are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. This Amendment shall not constitute a novation of the indebtedness described in the Trademark Agreement and shall not affect nor impair the security interest in and lien upon the Trademark Collateral described therein. Except only as modified by this Amendment, the Trademark Agreement remains in full force and effect and is hereby ratified and confirmed.

5. This Amendment shall be governed by the internal laws of the State of Georgia.

6. This Amendment may be executed in any number of counterparts, each of which will be deemed to be a duplicate original, but such counterparts together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

ALABAMA METAL INDUSTRIES
CORPORATION

By: Bob Campbell
Name: Bob Campbell
Title: V.P. Finance

BANKBOSTON, N.A., as Agent

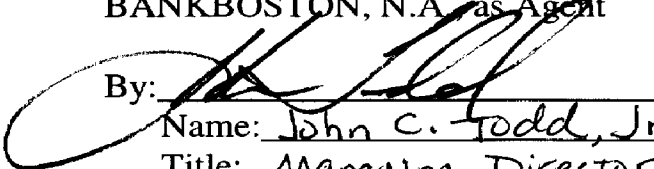
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

ALABAMA METAL INDUSTRIES
CORPORATION

By: _____
Name: _____
Title: _____

BANKBOSTON, N.A. as Agent

By:  _____
Name: John C. Todd, Jr.
Title: Managing Director

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BONDHEX	2,064,604	5/27/97
KLEMP & Design	2,068,661	5/10/97
RIV-DEXTEEL	606,894	6/7/55