

Package No. 1

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0022

02-11-2000

U.S. Department of Commerce
Patent and Trademark Office
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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 Effective Date
Month Day Year
- Change of Name
- Other Default of Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name SECO Products Corporation Execution Date
Month Day Year 10 8 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 Bank of America, NA

DBA/AKA/TA

Composed of

Address (line 1) 555 South Flower Street

Address (line 2)

Address (line 3) Los Angeles California 90071

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- 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.)

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FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002021 FRAME: 0099

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 Naomi S. Rhodes, Esq.

Address (line 1) Shack & Siegel, P.C.

Address (line 2) 530 Fifth Avenue

Address (line 3)

Address (line 4) New York, New York 10036

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)

<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"/>

Registration Number(s)

443,022	443,023	575,093
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Naomi S. Rhodes

1/3/2000

Name of Person Signing

Signature

Date Signed

SECO PRODUCTS CORPORATION
5025 Old Highway 100
P.O. Box 187
Washington, MO 63090

October 8, 1999

Ms. Leslie Reuter
Bank of America, N.A.
CA9-706-10-10
555 South Flower Street
Los Angeles, CA 90071

Dear Ms. Reuter:

Seco Product Corporation ("Borrower") hereby acknowledges that it is presently in default and that all amounts are currently due and owing Bank of America, N.A., formerly NationsBank, N.A. ("Lender") under the terms of the Second Amended and Restated Loan Agreement dated as of June 8, 1995, as amended (such loan agreement as so amended or modified by such amendments and agreements, the "Loan Agreement"). Borrower is providing this letter in anticipation of the foreclosure by Lender on certain assets relating to Borrower's operations, and subsequent sales of such assets.

In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Repossession of Collateral. In order to assist Lender in its efforts to maximize its recovery in this matter, which maximization is in the direct interest of and benefit to Borrower, Borrower acknowledges that Lender hereby has the right, power and privilege to repossess any and all of the personal and real property of the Borrower (the "Collateral"), without the opportunity for any prior judicial or other type of hearing. Borrower hereby grants Lender and its agents peaceable possession of the Collateral consisting of all real property, personal property, books, records, computer data and files of the Borrower, wherever located, including but not limited to all property located in Franklin County, Missouri and in New Jersey (the "Reposessed Collateral") and further authorizes and consents to Lender's entering upon the premises of Borrower or such other location where the Collateral may be located, at any time, whether now or hereafter, to repossess any of the Collateral, including the Reposessed Collateral, and to prepare any of the Collateral for sale or disposition.

which is subject to the security interests and liens of the lender

(initials)

2. Collection of Accounts Receivable. Borrower acknowledges that Lender is entitled to give notice to all persons obligated on the accounts of Borrower (which accounts were pledged to Lender) pursuant to Section 9-318 of the Code to pay Lender directly. Borrower agrees to cooperate with Lender in all respects in connection with the collection of the Borrower's

reasonably *(initials)*

accounts. Borrower appoints Lender and any of its officers, employees or agents as the attorney in fact of Borrower to take all actions and to execute all documents necessary for the collection of Borrower's accounts, including, without limitation, requesting that the U.S. Postal Service hold all mail addressed to Borrower for pickup by an officer or agent of Lender, opening same, indorsing any checks constituting proceeds of accounts and depositing same in any bank account maintained by Lender or its agents.

3. Retention of Lender's Rights. Borrower agrees that, except as otherwise expressly set forth herein, Lender shall retain all of its rights and remedies under the Loan Documents and under law.

SECO PRODUCTS CORPORATION

By: *Doydabalaus*
Attorney and Agent for Seco Products Corporation
40 Bryan Cave LLP
211 N. Broadway
St. Louis, MO 63102

Acknowledged and Accepted as of the 8th day of October, 1999.

BANK OF AMERICA, N.A.

By: _____

Its: _____