

03/23/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-17-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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3-23-00

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

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- 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.)

04/14/2000 JSHBAZZ 00000120 1044750

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to the U.S. Patent and Trademark Office, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002052 FRAME: 0500

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"/>

1,044,750	1,303,474	1,044,751
1,046,284	<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.

DENEEN SANDERS

3/16/00

Name of Person Signing

Signature

Date Signed

SECOND SUPPLEMENT TO TRADEMARK MORTGAGE

THIS SECOND SUPPLEMENT TO TRADEMARK MORTGAGE (the "**Mortgage**") made as of this 29th day of February, 2000, by Barjan Products, L.L.C., a Delaware limited liability company ("**Mortgagor**"), in favor of Heller Financial, Inc., as agent ("**Agent**") for its own benefit and the benefit of the Lenders (as such term is defined in the Credit Agreement defined below).

WITNESSETH

WHEREAS, Mortgagor, Agent, First Union National Bank, as Documentation Agent, and certain financial institutions are parties to a certain Credit Agreement dated as of May 6, 1999 (as amended or otherwise modified from time to time, the "**Credit Agreement**") and other related loan documents of even date therewith (collectively, with the Credit Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Agent, for the benefit of itself and the Lenders, of a security interest in certain of Mortgagor's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, in connection with the execution of the Credit Agreement and the additional Financing Agreements, Mortgagor executed and delivered to Agent that certain Trademark Mortgage dated as of May 6, 1999 (as amended or otherwise modified from time to time, the "**Trademark Mortgage**");

WHEREAS, Mortgagor desires to amend Schedule A to the Trademark Mortgage on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation. The Financing Agreements and the Trademark Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.
2. Amendment. Mortgagor and Agent hereby agree that Schedule A to the Trademark Mortgage is hereby amended by adding thereto the federally registered Trademarks listed on Schedule 1 hereto.
3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements and the Trademark Mortgage of, a continuing security interest in

Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule 1 attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); provided, however, that the Trademarks shall exclude any and all assets to the extent that (i) the granting of a security interest therein is prohibited by applicable law or (ii) they (or the agreements under which they arise) contain legally enforceable restrictions precluding the granting of security interests therein or the assignment thereof).

4. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns. Except as expressly modified hereby, the Trademark Mortgage remains in full force and effect. Mortgagor hereby reaffirms its obligations under the Trademark Mortgage, as modified by this Mortgage.

5. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first written above.

BARJAN PRODUCTS, L.L.C.

By Thomas S. Bradley
Its _____

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as agent

By [Signature]
Its ASSISTANT VICE PRESIDENT

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
FRANCIS	1,044,750	07/27/1976
HOT ROD	1,303,474	11/06/1984
AMAZER	1,044,751	07/27/1976
WHEELER DEALER	1,046,284	08/17/1976

TRADEMARK APPLICATIONS

None.