

07-05-2000



101396043

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6.1.00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country 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
- Citizenship/State of Incorporation/Organization

07/05/2000 DCOATES 00000026 7579513

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
25.00 DP

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: 002095 FRAME: 0969

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" value="75795913"/>	<input type="text" value="75814471"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<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.

Michelle R. Roman

Name of Person Signing

Michelle R. Roman

Signature

5/30/00

Date Signed

Prepared by:
After Recording Return To:

Michelle R. Rempel
Husch & Eppenger
1200 Main Street, Suite 1700
Kansas City, Missouri 64105
(816) 421-4800

FIRST AMENDMENT
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") is made and entered into effective as of the 30th day of May, 2000, by and between KAN-PAK, LLC, a Delaware limited liability company ("Borrower"), and HSBC BUSINESS LOANS, INC., a Delaware corporation ("HSBC").

RECITALS

A. HSBC and Borrower entered into that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as may be amended from time to time, the "Loan Agreement").

B. As part of the security for the Indebtedness (as such term is defined in the Loan Agreement), Borrower executed and delivered to Lender that certain Trademark Collateral Assignment and Security Agreement dated as of August 25, 1998 (as amended or otherwise modified from time to time, the "Assignment").

C. HSBC and Borrower now desire to update the listing of trademarks provided in the Assignment, as more particularly hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Exhibit A. Exhibit A to the Assignment is hereby deleted and replaced with the new Exhibit A attached hereto and incorporated herein.
2. Further Assurances. The parties hereto agree to execute such other and further documents, instruments and agreements as may be necessary to implement the provisions of this Amendment.

3. No Other Amendments. Except as specifically amended hereby, the Assignment shall remain in full force and effect without change and be binding in accordance with its terms.

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

KAN-PAK, LLC

By: Dennis J. Cohlmi
Name: Dennis J. Cohlmi
Title: Managing Member

HSBC BUSINESS LOANS, INC.

By: WC Diffe 4890
Name: WC Diffe
Title: SR VICE PRESIDENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

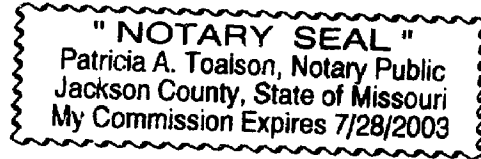
On this 26th day of May, 2000, before me, a Notary Public in and for said State, personally appeared WC Dippel, to me personally known, who, being by me duly sworn, did say that he ~~she~~ is the Sr. Vice President of HSBC BUSINESS LOANS, INC., a corporation organized under the laws of the State of Delaware, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and he ~~she~~ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Patricia A. Toalson
Notary Public

[SEAL]

My Commission expires: July 28, 2003



STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

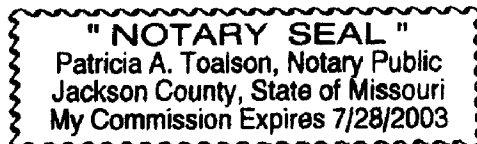
On this 26th day of May, 2000, before me, a Notary Public in and for said State, personally appeared Dennis J. Cohlma, to me personally known, who, being by me duly sworn, did say that he ~~she~~ is the Managing Member of KAN-PAK, LLC., a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and he ~~she~~ acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Patricia A. Toalson
Notary Public

[SEAL]

My Commission expires: July 28, 2003



SCHEDULE A

“KAN-PAK”, serial number 75/795,913, filing date September 9, 1999

“Mixology”, application number 75/814,471, filing date October 4, 1999