

08-02-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10

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/KA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
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.)

FOR OFFICE USE ONLY

08/02/2000 JJALLAH2 00000016 1167954

01 FC:481
02 FC:482

40.00 OP
175.00 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. 20503

REEL: 002112 FRAME: 0967

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" value="1167954"/>	<input type="text" value="1227248"/>	<input type="text" value="1246697"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1204239"/>	<input type="text" value="1244916"/>	<input type="text" value="1856519"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1204240"/>	<input type="text" value="1244917"/>	<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.

Steven P. Shepard

Name of Person Signing

Steven P. Shepard

Signature

6/30/00

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into to be effective as of June 30, 2000, by and between W.A. BUTLER COMPANY, an Ohio corporation ("Borrower"), and BANK ONE, NA, a national banking association, as agent for the lenders or other financial institutions or entities party, as lenders (the "Lenders"), to the Loan Agreement referred to below (in such capacity, together with its successors in such capacity, the "Administrative Agent").

SECTION 1. Preliminary Statements.

(a) Borrower has executed and delivered this Agreement to the Administrative Agent, for the benefit of the Lenders, in order to induce (i) the Administrative Agent and the Lenders to accept the Loan and Security Agreement executed and delivered by Borrower contemporaneously herewith (such agreement, as it may hereafter be amended or otherwise modified is hereinafter referred to as the "Loan Agreement"), and (ii) the Lenders to make extensions of credit to Borrower pursuant to the terms of the Loan Documents (as defined in the Loan Agreement).

(b) All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Loan Agreement.

SECTION 2. Grant of Security. As security for the full and prompt performance of all of the Obligations (as defined in the Loan Agreement) as they may be modified, amended, renewed, consolidated, replaced or extended, Borrower hereby assigns, pledges and grants to the Administrative Agent, for the benefit of the Lenders a lien on and security interest in Borrower's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, whether the foregoing are domestic or foreign, including, without limitation, each mark, registration, and application listed on **Schedule I**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights, as hereinafter defined, (vi) trade dress, (vii) all customer and other lists related to any of the foregoing, and (viii) together in each case with the goodwill of Borrower's business connected with the use of, and symbolized by any of the foregoing.

SECTION 3. Trademark License Rights.

For purposes of this Agreement, "Trademark License Rights" shall mean Borrower's entire right, title and interest in, to and under all license agreements with any Person, whether Borrower is licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Schedule I**, with respect to any trademarks, service marks, trade names and trade dress and all rights thereto and thereunder.

SECTION 4. Representations and Warranties. Borrower represents and warrants as follows:

(a) To Borrower's knowledge, Borrower is the sole and exclusive owner in the United States of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, all pledges, assignments, releases and covenants by Borrower not to sue any other Person in respect of the Trademark Collateral.

(b) Set forth in **Schedule I** is a complete and accurate list of all Trademark License Rights, trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Borrower.

(c) Each trademark, service mark, trade name, trade dress, trademark and service mark registration, and application for trademark or service mark registration identified in **Schedule I** is, to Borrower's knowledge, subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and each application for trademark and service mark registration is, to the best of Borrower's knowledge, valid, registered or registrable and enforceable. Borrower has notified The Administrative Agent in writing of all prior uses of any material item of Trademark Collateral of which Borrower is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties.

(d) Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral.

(e) Borrower has used reasonable and proper statutory notice in connection with its use of each registered trademark and service mark.

(f) The Trademark License Rights are in full force and effect, and Borrower is not in default of any of the Trademark License Rights and no event has occurred which with notice or the passage of time, or both, might constitute a default by Borrower under the Trademark License Rights.

(g) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of Uniform Commercial Code financing statements naming

Borrower as "debtor" and the Administrative Agent as "secured party" in the appropriate filing offices, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is currently or is reasonably expected to be required either (i) for the grant by Borrower of the liens and security interests granted hereby or for the execution, delivery or performance of this Agreement by Borrower, or (ii) for the perfection of or the exercise by the Administrative Agent of its rights and remedies hereunder.

SECTION 5. Further Assurances.

(a) Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Administrative Agent may reasonably request, in order (i) to continue, perfect and protect the assignment and the security interest granted or purported to be granted hereby or (ii) to enable The Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Borrower will execute and file such financing or continuation statements, or amendments hereto, and such other instruments or notices, as may be necessary or desirable, or as The Administrative Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) Borrower hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Trademark Collateral without the signature of Borrower where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Borrower will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as The Administrative Agent may reasonably request, all in reasonable detail.

(d) Borrower agrees that, should it obtain an ownership interest in any Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule I, (i) Borrower shall give prompt written notice thereof to the Administrative Agent, (ii) the provisions of Section 2 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, and (iii) any such Trademark License Rights, mark, registration, or application, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Borrower authorizes the Administrative Agent to modify this Agreement by amending Schedule I to include any Trademark License Rights, trademark, service mark, trademark or service mark

registration, or application for trademark or service mark registration which becomes part of the Trademark Collateral under this Section.

(e) With respect to any trademark which is, in Borrower's reasonable discretion, necessary to the conduct of Borrower's business, Borrower agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary or desirable, in Borrower's reasonable discretion, to the conduct of its business, Borrower agrees to take corresponding steps with respect to each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which Borrower is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Borrower. Borrower shall not abandon any right to file an application for trademark or service mark registration, or abandon any pending application, registration, trademark or service mark, unless (i) the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not, in Borrower's reasonable discretion, necessary or desirable in the conduct of Borrower's business and (ii) Borrower has given the Administrative Agent prior written notice of such intention to abandon.

(f) Borrower agrees to notify the Administrative Agent immediately and in writing if Borrower learns (i) that any material item of the Trademark Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is in default of any of the Trademark License Rights.

(g) If Borrower becomes aware that any material item of the Trademark Collateral is infringed upon or misappropriated by a third party, Borrower shall promptly notify the Administrative Agent and, if deemed appropriate and in Borrower's best interests as determined by Borrower in its reasonable discretion, Borrower shall sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, and shall take such other actions as Borrower shall deem appropriate and in its best interests under the circumstances to protect such Trademark Collateral. Any expenses incurred in connection with such activities shall be borne by Borrower.

(h) Borrower shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

SECTION 6. Transfers and Other Liens. Borrower shall not:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral except as permitted under the Loan Agreement and except that Borrower may license any Trademark Collateral in the ordinary course of Borrower's business, provided that Borrower has determined in good faith that such license is necessary or desirable in the conduct of Borrower's business and Borrower has given the Administrative Agent prior written notice of such determination;

(b) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral; or

(c) take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights thereunder of Borrower.

SECTION 7. Administrative Agent Appointed Attorney-in-Fact. If an Event of Default has occurred and is continuing, Borrower hereby irrevocably appoints the Administrative Agent as Borrower's attorney-in-fact, with full authority in Borrower's place, stead and on behalf of Borrower and in Borrower's name or otherwise, from time to time in the Administrative Agent's sole and absolute discretion, to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that The Administrative Agent may deem necessary or desirable for the collection of any of the Trademark Collateral or otherwise to enforce the rights of The Administrative Agent with respect to any of the Trademark Collateral; and

(d) if any Event of Default shall have occurred and be continuing and Borrower fails or refuses to execute and deliver forthwith any and all documents necessary or advisable to transfer title to the Trademark Collateral after the Administrative Agent's request, to execute any or all documents on Borrower's behalf to record title to any or all of the Trademark Collateral in the name of the purchaser after any sale thereof.

SECTION 8. Administrative Agent May Perform.

(a) If Borrower fails to perform any of its obligations contained herein, the Administrative Agent may itself perform, or cause performance of, such obligations, and the

expenses of the Administrative Agent incurred in connection therewith shall be payable by Borrower under Section 11(b) hereof.

(b) The Administrative Agent, or its designated representatives, shall have the right, during regular business hours to examine Borrower's books, records and operations relating to the Trademark Collateral provided, however, that unless an Event of Default exists, the Administrative Agent will give Borrower notice before it makes any such examination.

SECTION 9. Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Administrative Agent to exercise any such powers.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein (including without limitation the rights set forth in Section 7 hereof) or otherwise available to the Administrative Agent, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Trademark Collateral), and also may (i) exercise any and all rights and remedies of Borrower under or otherwise in respect of the Trademark Collateral; (ii) assign or license the Trademark Collateral or any part thereof, to any Person, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Borrower shall supply to the Administrative Agent or its designee Borrower's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Borrower's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Borrower agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by Borrower under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Lenders, shall be segregated from other funds of Borrower and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary endorsement).

(c) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11) in whole or in part by the Administrative Agent against, all or any part of the Obligations, in such order as the Administrative Agent shall elect. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 11. Indemnity and Expenses.

(a) Borrower agrees to and does hereby indemnify and hold the Administrative Agent and the Lenders harmless from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement or the transactions contemplated hereby (including, without limitation, enforcement of this Agreement).

(b) Borrower will upon demand pay to the Administrative Agent and the Lenders the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and disbursements of its counsel and of any experts and agents, which the Administrative Agent and the Lenders may incur in connection with any and all of the following: (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral pursuant to the terms hereof, (iii) the exercise or enforcement of any of the Administrative Agent and the Lenders rights hereunder, or (iv) the failure by Borrower to perform or observe any of the provisions hereof.

SECTION 12. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Borrower, the Administrative Agent and each Lender; provided, however, that the Borrower shall not assign or transfer its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender. Upon notice of assignment and direction, Borrower will perform the Obligations directly to the assignee thereof and will not assert against any assignee, as a claim, defense, counterclaim, setoff, cross-claim, cross-complaint or otherwise, any dispute or claim which Borrower may have against the Administrative Agent and the Lenders.

SECTION 13. Amendments, Waivers, Consents. No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower herefrom shall in any event be effective unless such amendment or waiver shall be in writing and signed by the Administrative Agent (with the consent of the Lenders as specified in Section 9.10 of the Loan Agreement), and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 14. Notices. Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required, by the Loan Agreement.

SECTION 15. General.

(a) This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until payment in full of the Obligations in full, all Letters of Credit Liabilities shall have been terminated or expired and the Revolving Loans Commitment of the Lenders to the Borrower shall have terminated, (ii) be binding upon Borrower, its successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent for the benefit of the Lenders hereunder, to the benefit of Administrative Agent for the benefit of the Lenders, its successors, transferees and assigns.

(b) Upon the final payment in full and satisfaction of the Obligations, the termination or expiry of all Letters of Credit Liabilities and the Revolving Loans Commitment of the Lenders to Borrower under the Loan Agreement shall have terminated, the liens and security interests granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Borrower. Upon any such termination, the Administrative Agent will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

(c) If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

(d) This Agreement shall be governed by, and construed in accordance with, the local laws of the State of Ohio, except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular Trademark Collateral are governed by the law of the United States or any other jurisdiction other than the State of Ohio.

(e) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR THE ADMINISTRATIVE AGENT TO ENTER INTO THIS AGREEMENT AND FOR THE LENDERS TO EXTEND CREDIT TO BORROWER, BORROWER AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF THE ADMINISTRATIVE AGENT, ITS SUCCESSORS AND ASSIGNS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT COLUMBUS, OHIO. THE ADMINISTRATIVE AGENT, THE LENDERS AND BORROWER EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT COLUMBUS, OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER,

THE LENDERS AND THE ADMINISTRATIVE AGENT AT THE TIMES AND AT THE RESPECTIVE ADDRESSES AS SET FORTH IN THE NOTICE SECTION OF THE LOAN AGREEMENT. BORROWER WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

(f) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR ADMINISTRATIVE AGENT TO ENTER INTO THIS AGREEMENT AND THE LENDERS TO EXTEND CREDIT TO BORROWER, BORROWER, ADMINISTRATIVE AGENT AND THE LENDERS EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT.


(g) The captions in this Agreement are for reference purposes only and shall not relate to or affect in any way the construction or interpretation hereof.

(h) The representations, warranties, covenants and agreements contained herein or in any Schedule attached hereto shall survive the execution hereof.

IN WITNESS WHEREOF, Borrower and Administrative Agent for the benefit of the Lenders have, by their respective duly authorized officers, signed this Agreement as of the date and year first above written.

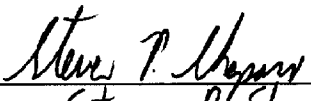
BORROWER:

W.A. BUTLER COMPANY

By: 
Name: HOWARD W. DEPUTY
Its: PRESIDENT & CEO

ADMINISTRATIVE AGENT:

BANK ONE, NA, as Administrative Agent

By: 
Name: STEVEN P. SHEPARD
Its: VICE PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 29th day of June, 2000, by Howard W. Deputy, personally known to me to be the President of W.A. Butler Company, an Ohio corporation, on behalf of such corporation.



MARY K. CHIDESTER
Notary Public, State of Ohio
My Commission Expires DEC. 16, 2001

Mary K. Chidester
Notary Public

My Commission Expires: 12/15/01

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 29th day of June, 2000, by Steven P. Shepard, personally known to me to be a Vice President of Bank One, NA, a national banking association, on behalf of such national banking association.



MARY K. CHIDESTER
Notary Public, State of Ohio
My Commission Expires DEC. 15, 2001

Mary K. Chidester
Notary Public

My Commission Expires: 12/15/01

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. The following Trademarks:

<u>Registered Trademark</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Registration No.</u>
(a) Stylized "B" with Caduceus	U.S.	09/08/81	1,167,954
(b) Stylized "B" with Caduceus and "Butler"	U.S.	08/10/82	1,204,239
(c) "Butler"	U.S.	08/10/82	1,204,240
(d) Stylized "B" and "Butler"	U.S.	02/15/83	1,227,248
(e) Stylized "B" with Caduceus and "Butler"	U.S.	07/12/83	1,244,916
(f) "Butler"	U.S.	07/12/83	1,244,917
(g) Stylized "B"	U.S.	08/02/83	1,246,697
(h) "Neobiotic"	U.S.	10/04/94	1,856,519