

09-28-2000



101475116

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 9-18-00
- 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
08 31 2000
- Change of Name
- Other _____

Conveying Party

- Mark if additional names of conveying parties attached
- Name Sid Harvey Industries, Inc. Execution Date
Month Day Year
08 31 2000
- Formerly _____

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

Receiving Party

- Mark if additional names of receiving parties attached
- Name The Bank of New York, as agent

- DBA/AKA/TA _____
- Composed of _____
- Address (line 1) 1401 Franklin Avenue
- Address (line 2) _____
- Address (line 3) Garden City NY 11530
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 New York

FOR OFFICE USE ONLY

09/27/2000 DNGUYEN 00000179 673575

01 FC:A81
02 FC:A82

40.00 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

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)

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.

Michael L. Dornbaum

9/13/00

Name of Person Signing

Signature

Date Signed

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is entered into as of this 31st day of August, 2000, between **SID HARVEY INDUSTRIES, INC.** (successor by merger to Mitco. Mfg., Inc.), a New York corporation having its principal office at 605 Locust Street, Garden City, New York 11530 (the "Assignor" or the "Company") and **THE BANK OF NEW YORK** ("BNY"), in its capacity as Agent (the "Assignee" or the "Agent") for each of the lenders which is a party to the Loan Agreement and each lender which may, after the date of this Agreement, become a party to the Loan Agreement (together with their permitted successors, transferees and assigns, the "Secured Parties").

WHEREAS:

A. The Company, the Agent and the Secured Parties have entered into that certain Revolving Credit Agreement dated as of August 29, 1997, which was amended pursuant to a First Amendment to Loan Agreement dated as of March 31, 1998, a Second Amendment to Loan Agreement dated as of September 30, 1998, a Third Amendment to Loan Agreement dated as of September 8, 1999, a Fourth Amendment to Loan Agreement and Waiver dated as of February 23, 2000 and a Fifth Amendment to Loan Agreement and Waiver of even date herewith (as may be further amended, restated, refinanced, replaced, renewed, modified or otherwise supplemented from time to time, the "Loan Agreement"), pursuant to which the Secured Parties are providing to the Company various credit facilities;

B. The obligations of the Company to the Agent and the Secured Parties are to be secured pursuant to this Agreement and a certain Amended and Restated Security Agreement of even date herewith from the Company to the Agent and the Secured Parties (the "Security Agreement"); and

C. Assignor wishes to grant further collateral security and assurance to the Assignee and the other Secured Parties in order to secure the performance by Assignor of the Obligations (as defined herein), and to that effect Assignor agrees to collaterally assign to Assignee certain tradenames and trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. As used in this Agreement, the following term shall have the following meaning:

"Obligations" shall mean any and all liabilities and obligations of the Company to the Agent and the Secured Parties of every kind whether arising under this Agreement, the Loan Agreement, the Notes or any of the agreements, instruments and documents executed in connection herewith or therewith (including, without limitation, any and all costs and reasonable attorneys' fees incurred by the Agent or any of the Secured Parties in the collection, whether by suit or by any other means of any of such Obligations hereunder or thereunder) and any amendment, modification, extension or renewal of any of the foregoing. The Obligations shall include interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganization proceeding in respect of the Company or any guarantor of the Obligations whether or not such interest is an allowable claim in any such proceeding and irrespective of the discharge or release of the Company or any other guarantor in such proceeding.

2. To secure the complete and timely satisfaction of all Obligations, Assignor hereby grants, assigns and conveys to Assignee a continuing security interest in and to the trademarks and trademark applications and tradenames and tradename applications listed in Schedule A hereto (as the same may be amended from time to time), all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits thereon), claims for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and all trademarks and applications for trademarks and all tradenames and applications for tradenames of Assignor hereafter filed or acquired, together with all goodwill associated with any and all of the foregoing and all proceeds of any and all of the foregoing (collectively called the "Collateral" or the "Trademarks").

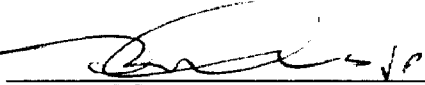
3. This security interest is granted in conjunction with the security interests granted to the Agent and the Secured Parties pursuant to the Security Agreement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under paragraph 2 hereof.

5. Terms not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

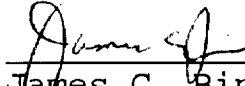
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SID HARVEY INDUSTRIES, INC.

By: 

Russell TumSuden
Senior Vice President

THE BANK OF NEW YORK, as Agent

By: 

James C. Bingham
Vice President

STATE OF NEW YORK
COUNTY OF NASSAU ss.:

On the 31st day of August, in the year 2000 before me, the undersigned, a notary public in and for said State, personally appeared Russell TumSuden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MICHAEL L. DORNBAUM
Notary Public, State of New York
#02D04859450, Qual in Nassau Co.
Commission Expires April 21, 2002

STATE OF NEW YORK
COUNTY OF NASSAU ss.:

On the 31st day of August, in the year 2000 before me, the undersigned, a notary public in and for said State, personally appeared James C. Bingham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MICHAEL L. DORNBAUM
Notary Public, State of New York
#02D04859450, Qual in Nassau Co.
Commission Expires April 21, 2002

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registrations			
Registration No.	Registration Date	Status	Mark
673,575	8/15/77	Active	Sid Harvey's
1,219,001	12/7/82	Active	Dyna-Couple (Block)
1,283,263	6/26/84	Active	Microw-Flow

Trademark Applications			
Application No.	Filing Date	Status	Mark
NONE			