

12-15-2000

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 13180.1US01

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



11-20-00

101552691

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
L&A Products, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Midlantic National Bank
100 Walnut Avenue
Clark, New Jersey 07066

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: January 8, 1993

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)
883,310 L&A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John D. Gould
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 1
7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

02/14/2000 DAYRNF 00000014 132725 883310
0 20:46 40 01 CR

DO NOT USE THIS SPACE

9. 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.
John D. Gould
Name of Person Signing

John D. Gould
Signature

11/13/00
Date

Total number of pages including cover sheet, attachments, and document: 14

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 002195 FRAME: 0375

COPY

FILE COPY

SECOND AMENDMENT TO
LOAN AND SECURITY AGREEMENT

THIS SECOND AMENDMENT made effective as of the 18th day of February 1992 to the LOAN AND SECURITY AGREEMENT dated November 9, 1988 by and between Greylock Industries, Inc., a Delaware corporation; Consolidated Chemex Corporation, a Delaware corporation, both having their principal place of business at 2701 Cindel Avenue, Cinnaminson, New Jersey 08077, and L & A Products, Inc., a Delaware corporation, having its principal place of business at 2112 Old Highway 8, Saint Paul, Minnesota (hereinafter jointly and severally referred to as "Borrower") and MIDLANTIC NATIONAL BANK a banking association organized and existing under the laws of the United States of America, (hereinafter referred to as "Lender"), having an address at 100 Walnut Avenue, Clark, New Jersey 07066

W I T N E S S E T H:

WHEREAS, Lender and Borrower have previously entered into a commercial lending arrangement in accordance with the terms and conditions of a certain Loan and Security Agreement dated November 9, 1988, as such has been amended and/or supplemented from time to time, (the "Loan Agreement"), pursuant to which Lender has advanced funds to Borrower on a secured basis and Borrower has agreed to repay same; and

WHEREAS, Lender and Borrower seek to amend some of the terms and conditions of the Loan Agreement as hereinafter set forth; and

WHEREAS, Lender and Borrower seek to memorialize the amendments to the Loan Agreement by this writing,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. Effective as of February 18, 1992, Subsection 8.10 Capital Expenditures in the Loan Agreement is hereby deleted and a new Subsection 8.10 Capital Expenditures in the Loan Agreement is substituted therefore to read as follows:

8.10 Capital Expenditures. Enter into any agreements to purchase or pay for or become obligated to pay for Capital Expenditures, long term leases, operating leases, capital leases, and/or sale lease-backs, or incur obligations, during any fiscal year, in an amount aggregating in the excess of \$110,000.00 on a consolidated basis.

EXHIBIT

1

TRADE MARK

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2. Effective as of February 18, 1992, Subsection 8.11 Capital Funds; Working Capital in the Loan Agreement is hereby deleted and a new Subsection 8.11 Working Capital; Capital Funds in the Loan Agreement is substituted therefore to read as follows:

8.11 Working Capital; Capital Funds. Cause, suffer, or permit (i) Working Capital to be or become less than \$1,070,000.00 as of January 31, 1992 and thereafter to be or become less than \$1,325,000.00 as of August 31, 1992 and at each fiscal year end thereafter Working Capital must not be less than 102% of the previous fiscal year-ends Working Capital and (ii) Capital Funds, determined on a consolidated basis, (A) to be less than \$1,445,000.00 as of January 31, 1992, (B) to be less than \$1,600,000 as of August 31, 1992, (C) to be or become during the period between August 31, 1991 and August 30, 1992 less than 97% of the amount of Capital Funds at August 31, 1991 (D) to be or become as at each August 31st after August 31, 1992 less than 103% of the Capital Funds as at the then immediately preceding August 31st.

3. The Borrower shall pay to Lender on the date hereof a \$3,000.00 fee for the preparation, execution and delivery of this Second Amendment and the waiver letter executed contemporaneously herewith. Notwithstanding the foregoing, the Borrower hereby further agrees to pay all costs and expenses of the Lender in connection with the administration, filing and enforcement of this Second Amendment, the waiver letter executed contemporaneously herewith, and any other instruments and documents to be executed contemporaneously herewith, and any amendments hereto, including, without limitation, reasonable attorney's fees, filing and recording fees.

4. All of the remaining terms and conditions of the Loan Agreement (including any amendments or supplements thereto), shall remain in full force and effect as though set forth herein at length to the extent not inconsistent with the terms of this Second Amendment, and any term capitalized and not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

5. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same First Amendment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first written above.

(Seal)
Attest:

By: Stephen A. Markowitz
~~William C. Lindsay, Secr.~~
STEPHEN MARKOWITZ
ASST SECY

GREYLOCK INDUSTRIES, INC.

By: Robert D. Feldman President
Robert D. Feldman, President

(Seal)
Attest:

By: Stephen A. Markowitz
~~William C. Lindsay, Secr.~~
STEPHEN MARKOWITZ
ASST SECY

CONSOLIDATED CHEMEX CORP.

By: Robert D. Feldman President
Robert D. Feldman, President

(Seal)
Attest:

By: Robert D. Feldman
~~Robert D. Feldman, Secr.~~
STEPHEN MARKOWITZ

L & A, INC.

By: William C. Lindsay VP
William C. Lindsay, President
ROBERT D. FELDMAN VICE PRESIDENT

MIDLANTIC NATIONAL BANK

By: Ralph Giordano
Ralph Giordano
Assistant Cashier

CERTIFIED COPY OF CORPORATE RESOLUTION

OF

Greylock Industries, Inc.

I hereby certify that by unanimous written consent of the stockholder and Board of Directors of **Greylock Industries, Inc.** (the "Corporation") and in lieu of meeting, the following Resolution was adopted:

RESOLVED, that the President and Secretary of the Corporation shall be, and each of them hereby is, authorized, empowered and directed to execute in the name and on behalf of the Corporation a Second Amendment dated as of February 18, 1992 to Loan and Security Agreement dated November 9, 1988 and deliver same to **Midlantic National Bank** ("Midlantic"), together with any and all other instruments or documents to be executed thereto; and

FURTHER RESOLVED, that the President and Secretary of the Corporation shall be, and each of them hereby is, authorized empowered and directed to take any and all other action and to execute and deliver, in the name and on behalf of the Corporation and if required, under its corporate seal attested by its secretary, any and all agreements, instruments, certificates and documents which may, in the discretion of such officers, be necessary or appropriate in order to carry out the intent of the foregoing resolution.

FURTHER RESOLVED, that the President and Secretary are authorized to negotiate for and borrow money; discount bills receivable or negotiable paper; and obtain credit for the Corporation from Midlantic under such terms and conditions as they, deem advisable, and in connection therewith, to make, execute, endorse and deliver any notes and modifications thereto, drafts, acceptances, assignment of life insurance policies, agreements or any other obligations of the Corporation, or amendments to any previously executed documents, and as security therefore, to pledge or hypothecate any stocks, notes, bills or accounts receivable, bills of lading, warehouse receipts, assignment of life insurance policies, inventory, machinery and equipment, fixtures, furniture or other instruments or assets of the Corporation and to execute and deliver any and all endorsements, instruments of assignment, assignment of life insurance policies, financing statements, security agreements, assignments or powers of attorney as may be necessary or required in connection therewith.

As Secretary, I further certify that the foregoing Resolutions have not been repealed, annulled, altered or amended in any respect and remain in full force and effect and that there is nothing in the Articles of Incorporation or By-Laws of the Corporation with which anything contained in the said Resolutions are in conflict.

I further certify that Robert D. Feldman is President and William C. Lindsay is Secretary of the Corporation on this date.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the seal of the Corporation this 30th day of March, 1992.

(Seal)

x Stephen A. Markwitz
~~William C. Lindsay, Secretary~~
STEPHEN A. MARKWITZ ASST SECY

CERTIFIED COPY OF CORPORATE RESOLUTION

OF

Consolidated Chemex Corporation

I hereby certify that by unanimous written consent of the stockholder and Board of Directors of **Consolidated Chemex Corporation** (the "Corporation") and in lieu of meeting, the following Resolution was adopted:

RESOLVED, that the President and Secretary of the Corporation shall be, and each of them hereby is, authorized, empowered and directed to execute in the name and on behalf of the Corporation a Second Amendment dated as of February 18, 1992 to Loan and Security Agreement dated November 9, 1988 and deliver same to **Midlantic National Bank** ("Midlantic"), together with any and all other instruments or documents to be executed thereto; and

FURTHER RESOLVED, that the President and Secretary of the Corporation shall be, and each of them hereby is, authorized empowered and directed to take any and all other action and to execute and deliver, in the name and on behalf of the Corporation and if required, under its corporate seal attested by its secretary, any and all agreements, instruments, certificates and documents which may, in the discretion of such officers, be necessary or appropriate in order to carry out the intent of the foregoing resolution.

FURTHER RESOLVED, that the President and Secretary are authorized to negotiate for and borrow money; discount bills receivable or negotiable paper; and obtain credit for the Corporation from Midlantic under such terms and conditions as they, deem advisable, and in connection therewith, to make, execute, endorse and deliver any notes and modifications thereto, drafts, acceptances, assignment of life insurance policies, agreements or any other obligations of the Corporation, or amendments to any previously executed documents, and as security therefore, to pledge or hypothecate any stocks, notes, bills or accounts receivable, bills of lading, warehouse receipts, assignment of life insurance policies, inventory, machinery and equipment, fixtures, furniture or other instruments or assets of the Corporation and to execute and deliver any and all endorsements, instruments of assignment, assignment of life insurance policies, financing statements, security agreements, assignments or powers of attorney as may be necessary or required in connection therewith.

As Secretary, I further certify that the foregoing Resolutions have not been repealed, annulled, altered or amended in any respect and remain in full force and effect and that there is nothing in the Articles of Incorporation or By-Laws of the Corporation with which anything contained in the said Resolutions are in conflict.

I further certify that Robert D. Feldman is President and William C. Lindsay is Secretary of the Corporation on this date.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the seal of the Corporation this 30th day of March, 1992.

(Seal)

x Stephen A. Markowitz
~~William C. Lindsay, Secretary ASST.~~
STEPHEN A. MARKOWITZ

CERTIFIED COPY OF CORPORATE RESOLUTION

OF

L & A Products, Inc.

I hereby certify that by unanimous written consent of the stockholder and Board of Directors of L & A Products, Inc. (the "Corporation") and in lieu of meeting, the following Resolution was adopted:

RESOLVED, that the President and Secretary of the Corporation shall be, and each of them hereby is, authorized, empowered and directed to execute in the name and on behalf of the Corporation a Second Amendment dated as of February 18, 1992 to Loan and Security Agreement dated November 9, 1988 and deliver same to Midlantic National Bank ("Midlantic"), together with any and all other instruments or documents to be executed thereto; and

FURTHER RESOLVED, that the President and Secretary of the Corporation shall be, and each of them hereby is, authorized empowered and directed to take any and all other action and to execute and deliver, in the name and on behalf of the Corporation and if required, under its corporate seal attested by its secretary, any and all agreements, instruments, certificates and documents which may, in the discretion of such officers, be necessary or appropriate in order to carry out the intent of the foregoing resolution.


FURTHER RESOLVED, that the President and Secretary are authorized to negotiate for and borrow money; discount bills receivable or negotiable paper; and obtain credit for the Corporation from Midlantic under such terms and conditions as they, deem advisable, and in connection therewith, to make, execute, endorse and deliver any notes and modifications thereto, drafts, acceptances, assignment of life insurance policies, agreements or any other obligations of the Corporation, or amendments to any previously executed documents, and as security therefore, to pledge or hypothecate any stocks, notes, bills or accounts receivable, bills of lading, warehouse receipts, assignment of life insurance policies, inventory, machinery and equipment, fixtures, furniture or other instruments or assets of the Corporation and to execute and deliver any and all endorsements, instruments of assignment, assignment of life insurance policies, financing statements, security agreements, assignments or powers of attorney as may be necessary or required in connection therewith.

As Secretary, I further certify that the foregoing Resolutions have not been repealed, annulled, altered or amended in any respect and remain in full force and effect and that there is nothing in the Articles of Incorporation or By-Laws of the Corporation with which anything contained in the said Resolutions are in conflict.

I further certify that William C. Lindsay is President and Robert D. Feldman is Secretary of the Corporation on this date.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the seal of the Corporation this ~~30th~~ day of March, 1992.

(Seal)

x 
~~Robert D. Feldman, Secretary Asst.~~
STEPHEN A. MARKOWITZ

COPY

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: **13**

1. Debtor(s) (Last Name First) and Address(es): **L & A Products, Inc.
3013 82nd Lane N.E.
Blaine, MN 55449**

2. Secured Party(ies) Name(s) and Address(es): **Midlantic National Bank
100 Walnut Avenue
Clark, N.J. 07066**
Drafted by

3. The Debtor is a transmitting utility.

4. For Filing Officer: Date, Time, No. Filing Office
2695745
1-8-93
Ramsey
X Ramsey County, MN

5. This Financing Statement covers the following types (or items) of property:
All present and future accounts, accounts receivable, inventory, machinery, equipment, furniture and fixtures and all of the foregoing wherever located, including but not limited to, the collateral as seth forth on Schedule A annexed hereto and made part hereof.
 Products of the Collateral are also covered. **REAL ESTATE ONLY**

6. Assignee(s) of Secured Party and Address(es)

7. The described crops are growing or to be grown on:
 The described goods are or are to be affixed to:
 The lumber to be cut or minerals or the like (including oil and gas) is on:
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:
**Lot 14, Block 3, North Star Industrial Park
3013 82nd Lane Blaine Ramsey**

9. Name of a Record Owner: **Scott W. Roberts d/b/a
Roberts Development Company**

No. & Street: **3013 82nd Lane** Town or City: **Blaine** County: **RAMSEY** Section: **3** Block: **3** Lot: **14**

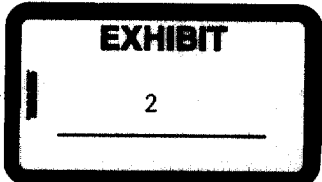
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

By **L & A Products, Inc.** *[Signature]* **Pres.** Signature(s) of Debtor(s)

By **Midlantic National Bank** *[Signature]* **Alan H. Strauss, VP** Signature(s) of Secured Party(ies)

12088X

(2) Filing Officer Copy-Acknowledgement
(5/82) **STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York**



SCHEDULE A TO FINANCING STATEMENT

Page 1 of 3

Debtor: | L & A Products, Inc.
3013 82nd Lane, N.E.
Blaine, MN 55449

Secured Party: MIDLANTIC NATIONAL BANK
100 Walnut Avenue
Clark, New Jersey 07066

COLLATERAL:

All accounts, including, without limitation, all obligations of any kind at any time due and/or owing to the Debtor, and all rights of the Debtor to receive payment or any other consideration (whether classified under the UCC as accounts, chattel paper or otherwise) including, without limitation, invoices, contract rights, accounts receivable, choses-in-action, notes, drafts, acceptances, General Intangibles, Instruments and all other debts, obligations and liabilities in whatever form owing to the Debtor from any person.

All equipment, including, without limitation, all of the Debtor's equipment, machinery, fixtures, furniture, furnishings, trade equipment, sales equipment, motor vehicles, parts, supplies, tools and all tangible personal property similar thereto, and all substitutions, replacements, repairs, modifications, alterations, controls and operating accessories therefor and further includes all items within the definition of the term "equipment" contained in the Uniform Commercial Code of the State of New Jersey (the "UCC") and all accessions and additions thereto.

All general intangibles, including, without limitation, all choses in action, causes of action and all other intangible personal property of the Debtor of every kind and nature including, without limitation, corporate or other business records, software, customer lists, inventions, designs, patents, patent applications, service marks, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, rights to royalty proceeds or payments, distributorships, franchises, rights to income tax refunds, judgment proceeds and insurance proceeds and any guaranty, claim, security interest or other security held by or granted to the Debtor to secure payment of any of the accounts, and further includes all items within the definition of the term "general intangibles" contained in the UCC.

All instruments, including without limitation, all of the Debtor's negotiable instruments and non-negotiable instruments, securities, chattel paper and documents of title, including without limitation, bills of lading, dock warrants, dock receipts and warehouse receipts, and further includes all items within the definition of the term "instruments" contained in the UCC.

All inventory, including, without limitation, all goods, merchandise or property owned by the Debtor and intended for sale or lease including, without limitation, all raw materials, work in process and finished goods or materials, together with all of the Debtor's supplies of any kind, nature or description, including any returns upon any account and all documents of title representing the same, and will further include all items within the definition of the term "inventory" contained in the UCC.

All standby letters of credit issued in favor of the Secured Party securing the Debtor's performance of all of its obligations to Secured Party.

The Debtor's rights in and respect of goods relating to the accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any account, and all returned, reclaimed or repossessed goods.

The Debtor's rights, remedies, security and liens in respect of the foregoing accounts (including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party), all guaranties or other contracts of suretyship with respect to the foregoing accounts, all deposits or other security for the obligation of any account debtor, and all credit and other insurance.

The Debtor's rights under any letter of credit in which it is named as beneficiary.

The Debtor's demand deposit, savings and checking accounts maintained with the Secured Party, any affiliate of Secured Party or otherwise.

All books, records and other property relating to any of the foregoing, including, without limitation, all books, records, computer programs, ledger cards, and other property at any time evidencing the accounts.

Any insurance proceeds or claims by the Debtor against third parties for loss or damage to, or destruction of, any of the foregoing.

All products and proceeds of any of the foregoing, and any additions, accessions, substitutions and replacements of any of the foregoing.

Debtor:

Secured Party:

L & A PRODUCTS, INC

MIDLANTIC NATIONAL BANK

By: 

By: 

Alan Strauss, Vice Pres.