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To the Honorable Commissioner of Pa

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U.S. Patent & TMO/TM Mail Rpt Dt. #26

1. Name of conveying party(ies):

Henges Manufacturing, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company, Missouri
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 23, 1999

2. Name and address of receiving party(ies)

Name: National Bank of Canada

Internal Address: Suite 2980

Street Address: One Metropolitan Square

City: St. Louis State: MO Zip: 63102

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation-State: _____
- Other: Commercial Banking Institution, Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2176572

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marta I. Burgin

Internal Address: Armstrong Teasdale, L.L.P.

Street Address: One Metropolitan Square

Suite 2600

City: St. Louis State: MO Zip: 63102-2740

6. Total number of applications and registrations involved

1

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

012384

(Attach duplicate copy of this page if paying by deposit account)

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

Marta I. Burgin

Name of Person Signing

Marta I. Burgin
Signature

December 28, 2000

Date

Total number of pages including cover sheet, attachment, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

NATIONAL BANK OF CANADA

SECURITY AGREEMENT

March 23, 1999

and a representative office located in St. Louis, Missouri

To secure the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtor", to National Bank of Canada, a commercial banking institution organized and existing under the laws of Canada with a United States domestic branch office located in New York, New York, herein called "Secured Party," and all other liabilities and obligations of Debtor to Secured Party and its affiliates or subsidiaries of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, including without limitation the due payment and performance of all liabilities and obligations

secured Term under a note dated _____ and all notes given by way of renewal or extension of or in substitution in whole or in part for the same, all hereinafter called the "Obligations," for value received, Debtor hereby grants to Secured Party a security interest in all property of Debtor which is now or may hereafter be in Secured Party's possession, including without limitation any deposits, balance of deposits or other sums at any time credited by or due from Secured Party to Debtor, and in Debtor's following described personal property:

All accounts receivable, notes and other obligations, all inventory, including all inventory of new materials, work-in-progress, finished goods and merchandise, all other personal property of every-kind and description held for sale, rental or lease, all equipment, machinery, furniture, fixtures and motor vehicles of every sort, all general intangibles, all computer programs and data, leases, licenses, patents, trademarks, tradenames, service marks, copyrights, franchises, claims and causes of action against others, tax refunds, all cash and non-cash proceeds of the foregoing, all proceeds from insurance on any of the foregoing, and all products, income and profits from the foregoing.

and in any and all additions, accessions and accretions thereto and substitutes therefor, all hereinafter called the "Collateral," and in the proceeds and products thereof.

Debtor hereby represents, warrants and covenants that:

1. Debtor's mailing address is:

Henges Manufacturing, L.L.C.

12100 Prichard Farm Road St. Louis
(Street and No. - Box) (City or Town)

Missouri 63043
(State) (Zip)

2. The Collateral is or will be used primarily for business (including professional) purposes.

3. The Collateral will be kept at:

12100 Prichard Farm Road
(Street and No.) (City or Town)

St. Louis Missouri 63043
(County) (State) (Zip)

Collateral
Such Property is owned by Debtor, except as follows:

4. If the Collateral or any part thereof is or is to become fixtures, Debtor will upon request furnish Secured Party with a disclaimer or subordination in form satisfactory to Secured Party of any interests in the Collateral from all persons having an interest in the real estate, the name and address of the record owner of and a general description of said real estate being as follows:

<u>Address</u>	<u>Owner</u>
<u>12100 Prichard Farm Road</u> <u>St. Louis, Missouri 63043</u>	<u>Ronald E. Henges</u>
_____	_____
_____	_____

5. Debtor's (A) chief executive office, (B) principal place of business, and (C) other places of business are as follows, and if Debtor is not the owner of such place of business, the name of the owner thereof is as follows:

(A) Chief Executive Office

<u>Address</u>	<u>Owner</u>
<u>12100 Prichard Farm Road</u> <u>St. Louis, Missouri 63043</u>	<u>Ronald E. Henges</u>
_____	_____
_____	_____

(B) Principal Place of Business

<u>Address</u>	<u>Owner</u>
<u>12100 Prichard Farm Road</u> <u>St. Louis, Missouri 63043</u>	<u>Ronald E. Henges</u>
_____	_____
_____	_____

(C) Other Places of Business

<u>Address</u>	<u>Owner</u>
_____	_____
_____	_____
_____	_____

6. Secured Party is authorized and requested to disburse the proceeds of the ^{Notes} ~~Notes~~ dated March, 1999, if any, to the following named person(s) from whom Debtor is acquiring the Collateral: None

Debtor further represents and warrants that its full name is as set forth above and that it does not do business under any tradename other than None

Except as set forth below, Debtor did not at any time during the immediately preceding five years have any name other than its current name or do business under any tradename other than as set forth above. Debtor's prior name(s) or tradename(s) during the immediately preceding five years were as follows:
None

Debtor will give Secured Party written notice at least thirty days prior to Debtor changing its name or doing business under any tradename(s) other than those currently used by it and set forth above.

"Debtor" shall include all persons signing below as Debtor except those signing in a representative capacity, and all Obligations of Debtor, if more than one person, shall be joint and several.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS ATTACHED TO THIS AGREEMENT AND MADE A PART HEREOF, THE SAME BEING HERE INCORPORATED BY REFERENCE AS FULLY AS IF HERE SET FORTH VERBATIM.

DEBTOR HAS RETAINED A TRUE AND COMPLETE COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND DELIVERY THEREOF.

Signed and delivered at St. Louis, Missouri this 23rd day of March 1999.

DEBTOR: HENGES MANUFACTURING, L.L.C.

By: *Kenneth Orman, President*
(Title)

Address: 12100 Prichard Farm Road
(Number and Street)

St. Louis, Missouri 63043
(City, State and Zip Code)

ATTEST:

By: _____

Name: _____

Title: _____

upon the occurrence of an Event of Default hereunder and so long as such Event of Default is continuing;

ADDITIONAL TERMS AND PROVISIONS

A. Debtor warrants and covenants that, except for the security interest granted hereby, Debtor is, or to the extent that the Collateral is acquired after the date hereof will be, the owner of the Collateral free from any and all adverse liens, security interests or encumbrances and that Debtor will defend the Collateral against the claims or demands of all third persons asserting any interest therein.

B. Debtor will immediately notify Secured Party in writing at least thirty (30) days prior to any change in Debtor's residence, mailing address, places of business and location of Collateral as hereinbefore specified; and Debtor agrees not to remove the Collateral from any location without Secured Party's prior written consent. Secured Party may examine or inspect the Collateral at any time wherever located.

C. As further security for the due payment and performance of the Obligations, Debtor hereby assigns to Secured Party all sums, including returned or unearned premiums, which may become payable under any policy of insurance on the Collateral, and Debtor hereby directs each insurance company issuing any such policy to make payment of such sums directly to Secured Party and Debtor hereby appoints Secured Party as Debtor's attorney-in-fact and in Debtor's or in Secured Party's name to endorse any check or draft representing any such payment and to execute any proof of claim, subrogation receipt and any other document required by such insurance company as a condition to or otherwise in connection with any such payment. All such sums received by Secured Party shall at Secured Party's option either be paid to Debtor or be credited by Secured Party to the Obligations secured hereby or, to the extent that such sums represent unearned premiums refunded by reason of cancellation, toward payment for similar insurance protecting the interest of the Debtor and of the Secured Party.

D. Debtor agrees to keep all the Collateral insured with coverage and in amounts not less than that usually carried by one engaged in a like business and in any event not less than that required by Secured Party, with loss payable to Secured Party and Debtor, as their interests may appear, all on terms satisfactory to Lender, and hereby appoints Secured Party as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts. All premiums on such insurance shall be paid by Debtor and the policies delivered to Secured Party. If Debtor fails to do so, Secured Party may procure such insurance at Debtor's expense for which Debtor shall reimburse Secured Party, on demand. As further assurance for the payment and performance of the Obligations, Debtor hereby assigns to Secured Party all sums, including returned or unearned premiums, which may become payable under any policy of insurance on the Collateral and Debtor hereby directs each insurance company issuing any such policy to make payment of such sums directly to Secured Party.

E. Debtor agrees to join with Secured Party in executing one or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and to pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary or desirable; to pay promptly all taxes and assessments upon the Collateral and for its use or operation and on this agreement; not to sell or encumber the Collateral or use it illegally; to keep the Collateral free of all liens and the threat of liens; to keep the Collateral clean and in good operable condition and status and, where appropriate, to provide garage, hangar or similar space for the Collateral when not in use; and Secured Party is hereby appointed Debtor's attorney-in-fact in Debtor's or in Secured Party's name to do, at Secured Party's option and at Debtor's expense, all acts and things which Secured Party may deem necessary to perfect and to continue perfected the security interest created by this agreement and to protect and preserve the Collateral and the first priority of Secured Party's interest therein, Debtor hereby expressly agreeing to reimburse Secured Party for such expense. Debtor authorizes Secured Party to file financing statements with respect to the Collateral naming Debtor as debtor and to sign Debtor's name thereto or to file financing statements with respect to the Collateral without Debtor's signature thereon.

F. Upon default in the due and timely payment or performance of any of the Obligations, all Obligations of Debtor to Secured Party shall at the option of Secured Party and without notice to or demand upon Debtor become and be immediately due and payable, and thereupon Secured Party may take possession of the Collateral without liability for trespass and may cancel any policy of insurance on the Collateral and may exercise any and all other rights and remedies of a Secured Party available under the Uniform Commercial Code and all other applicable law, and Debtor will at request of Secured Party assemble the Collateral and make it available to Secured Party at a place designated by Secured Party. Debtor understands and agrees that all property not covered by this agreement, personal or otherwise, left in or attached to the Collateral shall, until all of Debtor's Obligations have been paid and performed in full, be at Debtor's sole risk and that, in the event of Secured Party's taking possession of the Collateral, Secured Party shall not be liable, responsible or accountable for any of the same.

G. If Secured Party takes possession of the Collateral, Secured Party will within five days deliver to Debtor personally, or send to Debtor by certified mail to Debtor's last known address such notice of taking of possession as may be required by law. Not less than ten days prior to any sale or other intended disposition of the Collateral, Secured Party will deliver or mail to Debtor notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of the property is to be made and such notice shall be deemed reasonable. Such notices may at Secured Party's option be combined.

H. If, in the event of the sale of the Collateral, the proceeds thereof are insufficient to pay all amounts to which Secured Party is legally entitled, Debtor will be liable for the deficiency, together with interest thereon and the reasonable fees of any attorney employed by Secured Party to collect such deficiency.

I. (1) Debtor may redeem and become entitled to take possession of the Collateral by paying in full within fifteen days subsequent to the date of notice of taking of possession, if any, or prior to the actual sale of the Collateral, whichever be earlier, the liabilities of the Debtor to Secured Party secured hereby plus expenses of taking possession of and holding the Collateral and preparing the same for disposition, including reasonable attorneys' fees, less any unearned finance charge and insurance premium refund, if any. (2) In the event of the sale of the Collateral, Secured Party shall account to Debtor for any proceeds thereof which exceed the aggregate of (a) the amount required for redemption as set forth in (1) above and (b) Secured Party's reasonable expenses of disposing of the Collateral including, reasonable attorneys fees.

J. Secured Party shall have the right to enforce any remedies hereunder alternatively, successively or concurrently. A waiver of any default by Debtor shall not be a waiver of any subsequent, similar or other default. No delay in the exercise of any of Secured Party's rights or remedies hereunder shall constitute a waiver of such right or remedy or of any other right or remedy. This Agreement may not be amended or modified, and no provision hereof may be waived, except by an instrument in writing signed by Secured Party and, in the case of an amendment or modification, also by Debtor.

K. This agreement shall not be construed to be in limitation of or in substitution for any other grant of security interest from Debtor to Secured Party made prior to or contemporaneously herewith, and no other such grant of a security interest made subsequent to or contemporaneously herewith shall be construed to be in limitation of or in substitution for this agreement unless expressly and specifically provided therein.

L. This agreement shall be governed by and construed in accordance with the internal laws of the State of ~~New York~~ Missouri, without regard to principles of conflicts of law, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interests granted and created hereby, or remedies hereunder with respect to any particular Collateral, are governed by the laws of a jurisdiction other than the State of ~~New York~~ Missouri. This Agreement shall be binding upon Debtor and Debtor's heirs, executors, administrators, successors and assigns, and shall enure to the benefit of Secured Party, and its successors and assigns.

M. Debtor agrees to pay all costs and expenses incurred by Secured Party in connection with the preparation, negotiation, administration, or enforcement of this security agreement including all costs and expenses of Secured Party's counsel.

N. DEBTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ALL STATE AND FEDERAL COURTS SITTING IN ~~NEW YORK COUNTY, NEW YORK~~ ST. LOUIS CITY OR COUNTY, MISSOURI AND AGREES THAT ALL SUMMONS AND OTHER COURT PROCESS ISSUED BY SAID COURTS MAY BE SERVED UPON DEBTOR, WITHIN OR OUTSIDE SAID COURTS' TERRITORIAL JURISDICTION, BY MAILING THE SAME, BY REGISTERED OR CERTIFIED MAIL, OR BY PERSONAL SERVICE, TO DEBTOR AT ITS ADDRESS SPECIFIED HEREIN; PROVIDED THAT NOTHING CONTAINED HEREIN SHALL LIMIT SECURED PARTY'S RIGHT TO SUE DEBTOR IN ANY OTHER COURT HAVING JURISDICTION OVER DEBTOR OR ITS ASSET AND TO SERVE SUMMONS OR OTHER COURT PROCESS UPON DEBTOR IN ANY MANNER PERMITTED BY APPLICABLE LAW.

O. DEBTOR WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING OR OTHER ACTION OF SECURED PARTY.

HENGES MANUFACTURING, L.L.C.
By: Kenneth [Signature] President
(Title)
Address: 12100 Prichard Farm Road
(Number and Street)
St. Louis, Missouri 63043
(City, State and Zip Code)

(Revised 08/19/96 - NY)

NATIONAL BANK OF CANADA

INVENTORY AND ACCOUNTS RECEIVABLE SECURITY AGREEMENT

March 23, 1999

(Date)

and a representative office in St. Louis,

HENGES MANUFACTURING, L.L.C.

the debtor hereunder Missouri

(hereinafter called "Borrower"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to National Bank of Canada, a commercial banking institution organized and existing under the laws of Canada with a United States domestic office located in New York, New York, the secured party hereunder (hereinafter called "Lender"), a continuing security interest in Borrower's inventory, including all goods, merchandise, raw materials, work in process, finished goods, returned goods, and other tangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Borrower's business (all hereinafter called the "Inventory"), and in all accounts, contracts, contract rights, notes, bills, drafts, acceptances, general intangibles, choses in action, and all other debts, obligations and liabilities in whatever form, owing to Borrower by any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to Borrower, for goods sold by it or for services rendered by it, or however otherwise same may have been established or created, all guarantees and securities therefor, all right, title and interest of Borrower in the merchandise or services which gave rise thereto, including the rights of reclamation and stoppage in transit, all rights of an unpaid seller of merchandise or services (which, with Inventory, is all hereinafter called "Collateral") and in the products and proceeds thereof, including, without limitation, all proceeds of credit, fire or other insurance, and any tax refunds.

The security interest granted hereby is to secure payment and performance of all debts, liabilities and obligations of Borrower to the Lender hereunder and also any and all other debts, liabilities and obligations of Borrower to Lender of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limiting the generality of the foregoing any debt, liability or obligation of Borrower to others, which Lender may have obtained by assignment or otherwise, and further, including, without limitation, all interest upon any of the foregoing and all fees, charges, and expenses including reasonable attorney's fees and expenses, incurred by Lender in connection with the foregoing (all hereinafter sometimes collectively called "Obligations").

1. BORROWER'S NAME AND PLACES OF BUSINESS.

Borrower warrants that Borrower has no places of business other than that shown at the end of this Agreement, unless other places of business are listed immediately below, in which event Borrower represents that it has additional places of business at the following locations and none other and that such locations are owned by Borrower, except as set forth herein:

None

and if Borrower has an office in more than one state, the office where Borrower keeps its records concerning its accounts, contract rights and other property, and the Borrower's chief executive office is located at

None

or if left blank, is that shown at the end of the Agreement. All Inventory presently owned by Borrower is or will be stored at the following locations and that such locations are owned by Borrower, except as set forth herein:

Address

Owner

Ronald E. Henges

12100 Prichard Farm Road
St. Louis, Missouri 63043

Borrower will promptly notify Lender in writing not less than thirty (30) days prior to any change in the location of any place of business or the location of any Inventory or the establishment of any new place of business or location of Inventory or chief executive office or office where its aforesaid records are kept which would be shown in this Agreement if it were executed after such change.

Borrower further warrants that its full name is as set forth above and that it does not do business under any tradename other than None

Except as set forth below, Borrower did not at any time during the immediately preceding five years have any name other than its current name or do business under any tradename other than as set forth above. Borrower's prior name(s) or tradename(s) during the immediately preceding five years were as follows: None

Borrower will give Lender written notice not less than thirty (30) days prior to Borrower changing its name or doing business under any tradename(s) other than those currently used by it and set forth above.

2. BORROWER'S ADDITIONAL REPRESENTATIONS AND WARRANTIES.

Borrower represents and warrants that:

(a) Borrower is a limited liability company corporation duly organized and existing under the laws of the State of Missouri and is duly qualified and in good standing in every other state in which it is doing business.

(b) The execution, delivery and performance hereof are within the Borrower's corporate powers and authority, have been duly authorized, are not in contravention of law or the terms of Borrower's articles or certificate of ~~incorporation or charter, by laws or other incorporation papers, or of any Indenture, agreement or undertaking to which Borrower is a party or by which it or any of its properties may be bound.~~ organization or operating agreement

(c) All articles or certificate of ~~incorporation or charter and all amendments thereto~~ organization of Borrower have been duly filed and are in proper order. All ~~capital stock issued by Borrower and outstanding was~~ and is properly issued and all books and records of Borrower, including but not limited to its minute books, operati and books of account, are accurate and up to date and will be so maintained. agreement

(d) No litigation is either threatened, contemplated or pending which, if adversely determined, will materially and adversely affect the Borrower's financial condition.

(e) All Collateral is owned by Borrower free and clear of all liens other than liens in favor of Lender.

3. LOANS. Subject to ~~the terms and provisions of this Agreement, prior to the occurrence of any~~ revolving credit ("Revolving Credit Loans") event of default hereunder Lender will make ~~such loans to Borrower as from time to time Lender elects to make which~~ are secured by the Collateral and the proceeds thereof The aggregate unpaid principal of all such ~~loans outstanding~~ Revolving Credit Loans at any one time shall not exceed the lesser of (a) Two Million Five Hundred Thousand Dollars (U.S. \$ 2,500,000) or (b) Eighty Five percent (85 %) of the unpaid face amount of Qualified Accounts (as defined below) (or such other percentages thereof as may from time to time be fixed by the Lender upon notice to Borrower), plus Fifty percent (50 %) of the cost or market value, whichever is lower, of all Eligible Inventory (as defined below) (hereinafter called the "Inventory Value"), ~~but in no event shall the Inventory Value be in excess of~~ (U.S. \$) The sum produced by applying at any given time the then prevailing percentages to the Inventory Value and to the total of Qualified Accounts less reserves, if any, is herein called the "Borrowing Base". All such ~~loans shall bear interest,~~ Revolving Credit Loans and where appropriate under the Lender's prevailing policy shall bear a service charge, at the rate agreed on from time to time by the parties and ~~at the option of Lender shall be evidenced by notes in form satisfactory to Lender, but in the absence of notes shall be conclusively evidenced by Lender's record of disbursements and repayments and shall be payable on demand.~~ is evidenced by the Secured Note.

4. DEFINITION OF QUALIFIED ACCOUNT AND ELIGIBLE INVENTORY.

(a) The term "Qualified Account", as used herein, means an account receivable owing to Borrower which met the following specifications at the time it came into existence and continues to meet the same until it is collected in full:

(i) The account is not more than Ninety (90) days past due from the date of the invoice thereof.

(ii) The account arose from the performance of services or an outright sale of goods by Borrower, such goods have been shipped to the account debtor, and Borrower has possession of, or has delivered to Lender shipping and delivery receipts evidencing such shipment.

(iii) The account is not subject to any prior assignment, claim, lien, or security interest, and Borrower will not make any further assignment thereof or create any further security interest therein, nor permit Borrower's rights therein to be reached by attachment, levy, garnishment or other judicial process.

(iv) The account is not subject to set-off, credit, allowance or adjustment by the account debtor, except for a discount allowed for prompt payment and the account debtor has not complained as to his liability thereon and has not returned any of the goods from the sale of which the account arose.

(v) The account arose in the ordinary course of Borrower's business and did not arise from the performance of services or a sale of goods to a supplier or employee of the Borrower.

(vi) No notice of bankruptcy, insolvency or financial embarrassment of the account debtor has been received by or is known to Borrower.

(vii) Lender has not notified Borrower that the account or account debtor is unsatisfactory.

(viii) If the account is a foreign account, it is supported by letters of credit and/or foreign credit insurance.

(b) The term "Eligible Inventory", as used herein, means Borrower's Inventory, consisting of first quality raw material or finished goods in which Lender has a perfected security interest, which is held for manufacture, sale or resale in the ordinary course of the Borrower's business and which is located at Borrower's premises and is acceptable to Lender, in Lender's sole and absolute discretion, in all respects. General criteria for Eligible Inventory may be established and revised from time to time by Lender in Lender's exclusive discretion. In determining such eligibility, Lender may, but need not, rely on reports and schedules of Inventory furnished to Lender by Borrower, but reliance thereon by Lender from time to time shall not be deemed to limit Lender's right to revise standards for eligibility at any time. In general, except in Lender's sole and absolute discretion, Eligible Inventory shall not include work in process, components which are not parts of finished goods, spare parts, packaging and shipping materials, or supplies used or consumed in Borrower's business, and further, Eligible Inventory shall not include Inventory at the premises of third parties or subject to a security interest or lien in favor of any third party, bill and hold goods, Inventory which is not subject to Lender's perfected security interest, returned and/or defective goods, "seconds", Inventory which is not insured as required pursuant to the terms hereof, Inventory which was not produced in accordance with the Federal Fair Labor Standards Act of 1938, as amended, or Inventory purchased or held on consignment.

5. COLLECTIONS; NOTICE OF ASSIGNMENT; EXPENSES.

(a) Borrower will immediately upon receipt of all checks, drafts, cash and other remittances in payment or on account of any of Borrower's Inventory sold or in payment or on account of Borrower's accounts, contracts, contract rights, notes, bills, drafts, acceptances, general intangibles, choses in action and all other forms of obligations, deliver the same to Lender accompanied by a remittance report in form specified by Lender, to be credited to a special account maintained by Lender over which Lender alone has power of application or withdrawal. Said proceeds shall be delivered to Lender in the same form received except for the endorsement of Borrower where necessary to permit collection of items, which endorsement Borrower agrees to make. Lender will apply the whole or any part of collected funds in the special account against the Obligations secured hereby. The order and method of such application shall be in the sole discretion of Lender and any portion of such funds which Lender elects not so to apply and deems not required as Collateral shall be paid over from time to time by Lender to Borrower.

(b) Any and all deposits or other sums at any time credited by or due from Lender to Borrower, whether in such special account or other accounts, shall at all times constitute additional security for the Obligations and may be set-off against any Obligations at any time whether or not they are then due, or whether or not other security held by Lender is considered by Lender to be adequate. Any and all instruments, documents, policies and certificates of insurance, securities, goods, accounts, choses in action, general intangibles, chattel paper, cash, property and the proceeds thereof (whether or not the same are Collateral or proceeds thereof hereunder) owned by Borrower or in which Borrower has an interest, which now or hereafter are at any time in possession or control of Lender or in transit by mail or carrier to or from Lender or in the possession of any third party acting in Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether Lender has conditionally released the same, shall constitute additional security for the Obligations, and may be applied at any time to the Obligations which are then owing, whether due or not due.

(c) ~~Lender may at any time notify account debtors that Collateral has been assigned~~ so long as such Event of Default is continuing. Lender shall have full power to collect, compromise, endorse, sell or otherwise deal with the Collateral in its own name or in the name of Borrower. Borrower shall pay to Lender on demand any and all reasonable counsel fees and other expenses incurred by Lender in connection with the preparation, administration or enforcement of this Agreement, documents relating thereto or modifications thereof, and any and all expenses, including, but not limited to, a collection charge on all accounts collected, all attorneys' fees and expenses, and all other expenses of like or unlike nature which may be expended by Lender to obtain or enforce payment of any account either as against the account debtor, Borrower or any guarantor or surety of Borrower or in the prosecution of defense of any action or concerning any matter growing out of or connected with the subject matter of this Agreement, the Obligations or the Collateral or any of Lender's rights or interests therein or thereto, including, without limiting the generality of the foregoing, any counsel fees or expenses incurred in any bankruptcy or insolvency proceedings.

Upon the occurrence of an Event of Default hereunder and so long as such Event of Default is continuing,]

(d) [Borrower does hereby make, constitute and appoint any officer or agent of Lender as Borrower's true and lawful attorney-in-fact, with power to endorse the name of Borrower, or any of Borrower's officers or agents, upon any notes, checks, drafts, money orders, or other instruments of payment (including payments payable under any policy of insurance on the Collateral) or Collateral that may come into possession of Lender in full or part payment of any amounts owing to Lender; to sign and endorse the name of Borrower, or any of Borrower's officers or agents, upon any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts, and any instrument or document relating thereto or to Borrower's rights therein; to give written notice to such office and officials of the United States Post Office to effect such change or changes of address so that all mail addressed to Borrower may be delivered directly to Lender; hereby granting to Borrower's said attorney full power to do any and all things necessary to be done in and about the premises as fully and effectually as Borrower might or could do, and hereby ratifying all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement and all transactions hereunder and thereafter as long as the Obligations are outstanding.

6. **FINANCING STATEMENTS.** At the request of Lender, Borrower will furnish one or more Financing Statements pursuant to the Uniform Commercial Code or other notices appropriate under applicable law in form satisfactory to Lender and will pay the cost of filing the same in all public offices wherever filing is deemed by Lender to be necessary or desirable. Borrower authorizes Lender to file Financing Statements with respect to the Collateral naming the Borrower as debtor and to sign the Borrower's name thereto or to file Financing Statements with respect to the Collateral without Borrower's signature thereon.

7. **BORROWER'S REPORTS.**

(a) At the time of each borrowing hereunder, Borrower will execute and deliver to Lender a report, on a form supplied by Lender, reflecting the status of the loans and the Collateral securing same. **Revolving Credit Loans**

(b) In addition, Borrower shall, from time to time, deliver to Lender a report of Accounts on a form supplied by Lender containing a summary of accounts created since the last report, with copies of invoices relating to said accounts attached thereto.

(c) On or before the _____ business day after the close of each calendar month, Borrower shall deliver to Lender a Recapitulation Report on a form supplied by Lender, setting forth total Inventory Value and all accounts as of the close of such calendar month, showing a total amount due from each account debtor, the month in which each such account was created, and such other information as Lender shall request.

(d) Borrower will furnish Lender within _____ days after the close of each _____ period of Borrower's fiscal year a balance sheet and an income statement and statement of retained earnings and cash flow reflecting the financial condition of Borrower at the end of such period, and the results of Borrower's operations during such period, such balance sheet and an income statement and statement of retained earnings and cash flow to be certified by Borrower's President or Treasurer to fairly present the financial condition at the end of such period and the results of its operations during such period in accordance with generally accepted accounting principles, consistently applied.

(e) Borrower will furnish Lender annually, within ninety days after the close of each fiscal year, a full and complete signed copy of a report or reports, by independent certified public accountants acceptable to Lender, which report or reports shall include balance sheets of Borrower as at the end of such year and an income statement and statement of retained earnings and cash flow of Borrower, reflecting Borrower's operations during such year, such report or reports to be prepared in accordance with generally accepted accounting principles, consistently applied, and to bear the unqualified certificate of such certified public accountants.

(f) Borrower will promptly deliver to Lender such other reports as Lender may request.

8. **GENERAL AGREEMENTS OF BORROWER.**

(a) Borrower agrees to keep all the Inventory insured with coverage and amounts not less than that usually carried by one engaged in a like business and in any event not less than that required by Lender with loss payable to the Lender and Borrower, as their interests may appear, all on terms satisfactory to Lender, and hereby irrevocably appoints Lender as attorney for Borrower in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts. All premiums on such insurance shall be paid by Borrower and the policies delivered to Lender. If Borrower fails to do so, Lender may procure such insurance and charge the cost to Borrower's loan account. As further assurance for the payment and performance of the Obligations, Borrower hereby assigns to Lender all sums, including returned or unearned premiums, which may become payable under any policy of insurance on the Collateral and Borrower hereby directs each insurance company issuing any such policy to make payment of such sums directly to Lender. Lender or its agents have the right to inspect the Inventory and all records pertaining thereto at intervals to be determined by Lender and without hindrance or delay.

(b) Although, as above set forth, Lender has a continuing security interest in all of Borrower's Inventory and existing and future accounts and other Collateral and in the proceeds thereof, Borrower will at all times maintain as the minimum security hereunder a Borrowing Base not less than the aggregate unpaid principal amount of all loans made hereunder and if Borrower fails to do so, Borrower will immediately make the necessary reduction in the unpaid principal amount of said loans.

(c) Borrower will at all times keep accurate and complete records of Inventory, accounts and other Collateral, and Lender, or any of its agents, shall have the right to call at Borrower's place or places of business at intervals to be determined by Lender, and without hindrance or delay, to inspect, audit, check and make extracts from any copies of the books, records, journals, orders, receipts, correspondence which relate to Borrower's accounts, and other Collateral or other transactions between the parties thereto and the general financial condition of Borrower, and Lender may remove any of such records temporarily for the purpose of having copies made thereof.

(d) Borrower, during the term of this Agreement, will not assign any accounts or other Collateral to any other party, nor create or permit to be created any lien, encumbrance or security interest of any kind on any of its accounts and Inventory other than for the benefit of Lender.

as a limited liability company

(e) Borrower will maintain its corporate existence in good standing and comply with all laws and regulations of the United States or of any state or states thereof or of any political subdivision thereof, or of any governmental authority which may be applicable to it or to its business.

(f) Borrower will pay all real and personal property taxes, assessments and charges and all franchise, income, unemployment, old age benefits, withholding, sales and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing or any lien or charge from attaching to its property.

~~(g) Borrower will pay no dividends, either in cash or in kind, on any class of its capital stock nor make any distribution on account of its stock, nor redeem, purchase or otherwise acquire directly or indirectly any of its stock.~~

(h) Borrower will not make any loans or advances to any individual, firm or corporation, including without limitation its officers and employees; provided, however, that Borrower may make advances to its employees, including its officers, with respect to ordinary and necessary expenses incurred by such employees in the course of their employment which expenses are reimbursable by Borrower.

(i) Borrower will not invest in or purchase any stock or securities of any individual, firm or corporation, without Lender's consent.

(j) Borrower will not merge or consolidate, or be merged or consolidated, with or into any other corporation, individual, partnership, trust, limited liability company, ~~or corporation,~~ including an affiliate or subsidiary of Borrower.
 or

(k) Borrower will not sell or dispose of any of its assets except for sales of inventory in the ordinary and usual course of its business.

(l) Borrower, during the term of this Agreement, will not enter into any agreements of guaranty of the obligations of any individual, partnership, trust, limited liability company or other corporation, including any affiliate or subsidiary of Borrower.

(m) Lender may in its own name or in the name of others communicate with account debtors in order to verify with them, to Lender's satisfaction, the existence, amount and terms of any accounts or contract rights.

(n) This Agreement may but need not be supplemented by separate assignments of accounts and, if such assignments are given, the rights and security interests given thereby shall be in addition to and not in limitation of the rights and security interests given by this Agreement.

(o) If any of Borrower's accounts arise out of contracts with the United States or any department, agency, or instrumentality thereof, Borrower will immediately notify Lender thereof in writing and execute any instruments and take any action required by Lender in order that all monies due and to become due under such contracts shall be assigned to Lender and notice thereof given to the appropriate governmental agency or authority under the Federal Assignment of Claims Act.

(p) If any of Borrower's accounts should be evidenced by promissory notes, trade acceptances, or other instruments for the payment of money, Borrower will immediately deliver same to Lender, appropriately endorsed to Lender's order and, regardless of the form of such endorsement, Borrower hereby waives presentment, demand, notice of dishonor, protest and notice of protest and all other notices with respect thereto.

(q) Borrower will promptly pay when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement, or upon any note or notes evidencing the Obligations, and will, at the request of Lender, promptly furnish Lender the receipted bills therefor. At Lender's option, Lender may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Borrower agrees to reimburse Lender on demand for any payments made, or any expenses incurred by Lender pursuant to the foregoing authorization, and upon failure of the Borrower to so reimburse Lender, any such sums paid or advanced by Lender shall be deemed secured by the Collateral and constitute part of the Obligations.

~~(r) Borrower will not permit its net Working Capital (excess of Current Assets over Current Liabilities) to be less than U.S. \$ _____ for the current fiscal year and for each subsequent fiscal year to be less than the amount for the prior fiscal year plus percent (____%) of Borrower's net income earned for the prior year, after provision for taxes, provided that there shall be no reduction in the required working capital for losses, or permit its Current Assets to be less than percent (____%) of its Current Liabilities. Current Assets and Current Liabilities to be computed in accordance with generally accepted accounting principles, except that Current Liabilities shall in any event include all rentals and other payments due within one year under any lease or rental of personal property.~~

~~(c) Borrower will not permit to total short and long term liabilities, including borrowings hereunder, to exceed _____ percent (____%) of Borrower's Tangible Net Worth, said percentage to decrease _____ percent points per year for the term of the loan, and such Tangible Net Worth to be determined in accordance with generally accepted accounting principles.~~

~~(e) Borrower will not make, or incur any obligation to make, any expenditures in any fiscal year for fixed assets by purchase or lease agreement in an aggregate amount exceeding the sum of _____ Dollars (U.S. \$_____).~~

~~(u) Borrower will not pay to its officers and directors aggregate compensation in any fiscal year which exceeds U.S. \$_____.~~

(v) If Borrower shall fail to pay, when due, any of the Obligations or shall fail to observe or perform any of the provisions of this Agreement or any other agreement now or hereafter entered into between Lender and Borrower, Borrower shall be in default hereunder. In the event of such default or if Lender shall deem itself insecure, all Obligations of Borrower to Lender shall become immediately due and payable at Lender's option without notice to Borrower, and Lender may proceed to enforce payment of the same and to exercise any and all of the rights and remedies afforded to Lender by the Uniform Commercial Code or under the terms of this Agreement or otherwise.

(w) If Lender takes possession of the Collateral, Lender will within five (5) days deliver notice to Borrower personally, or send to Borrower by certified mail to Borrower's last known address such notice of taking of possession as may be required by law. Not less than ten (10) days prior to any sale or other intended disposition of the Collateral, Lender will deliver or mail to Borrower notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of the property is to be made and such notice shall be deemed reasonable. Such notices may, at Lender's option, be combined.

(x) The Collateral and all proceeds and products thereof shall be security for all Obligations. Until all Obligations have been fully satisfied, Lender's security interest in the Collateral and all proceeds and products thereof shall continue in full force and effect and Lender will at all times have the right to take physical possession of the Collateral and to maintain such possession on Borrower's premises or to remove the Collateral or any part thereof to such other places as Lender may desire. If Lender exercises Lender's right to take possession of the Collateral, Borrower shall, upon Lender's demand, assemble the Collateral and make it available to Lender at a place designated by Lender.

(y) Borrower shall perform any and all steps requested by Lender to perfect Lender's security interest in the Collateral, such as leasing warehouses to Lender or its designee, placing and maintaining signs, appointing custodians, and executing and filing financing or continuation statements in form and substance satisfactory to Lender. If any Collateral is in the possession or control of any of Borrower's agents or processors, Borrower shall notify such agents or processors of Lender's interest therein, and upon request instruct them to hold all such Collateral for Lender's account and subject to Lender's instructions. A physical listing of all Collateral, wherever located, shall be taken by Borrower at least every _____ months and whenever requested by Lender, and a copy of each such physical listing shall be supplied to Lender. Lender may examine and inspect the Collateral at any time.

(z) If in the event of the sale of the Collateral the proceeds thereof are insufficient to pay all amounts to which Lender is legally entitled, Borrower will be liable for the deficiency, together with interest thereon and the reasonable fees and expenses of any attorney employed by Lender to collect such deficiency.

(aa) This Agreement shall not be construed to be in limitation of or in substitution for any other grant of security interest from Borrower to Lender made prior to or contemporaneously herewith, and no other such grant of a security interest made subsequent to or contemporaneously herewith shall be construed to be in limitation of or in substitution of this Agreement unless expressly and specifically provided therein.

(bb) At the option of the Lender, Borrower will furnish to Lender, from time to time, within five (5) days after the accrual in accordance with applicable law of Borrower's obligation to make deposits for F.I.C.A. and withholding taxes, proof satisfactory to Lender that such deposits have been made as required. Should Borrower fail to make any of such deposits or furnish such proof, then Lender may, in its sole and absolute discretion, (a) make any of such deposits or any part thereof, (b) pay such taxes, or any part thereof, or (c) set-up such reserves as Lender, in its judgement, shall deem necessary to satisfy the liability for such taxes. Each amount so deposited or paid shall constitute an advance under the terms hereof, repayable on demand with interest, as provided herein, and secured by all Collateral. Nothing herein shall be deemed to obligate Lender to make any such deposit or payment or set-up such reserve and the making of one or more of such deposits or payments or the setting-up of such reserve shall not constitute (i) an agreement on Lender's part to take any further or similar action, or (ii) a waiver of any default by Borrower under the terms hereof.

(cc) All advances by Lender to Borrower under this Agreement ~~and under any other agreement~~ shall constitute one general revolving fluctuating loan, and all indebtedness of Borrower to Lender under this and under any other agreement shall constitute one general obligation. Each advance to Borrower hereunder or otherwise shall be made upon the security of all of the Collateral held and to be held by Lender. It is distinctly understood and agreed that all of the rights of Lender contained in this Agreement shall likewise apply, insofar as applicable, to any modification of or supplement to this Agreement and to any other agreements between Lender and Borrower.

Secured
Note, the
Term Note

Any default of this Agreement by Borrower shall constitute, likewise, a default by Borrower under any other agreement with Lender, and any default by Borrower of any other agreement with Lender shall constitute a default under this Agreement. The entire Obligations of Borrower to Lender shall become due and payable when payments become due and payable hereunder or otherwise upon default by Borrower or upon termination of this Agreement by notice or otherwise.

(dd) Borrower hereby grants to Lender for a term to commence on the date of this Agreement and continuing thereafter until all debts and Obligations of any kind or character owing from Borrower to Lender are fully, finally and irrevocably paid and satisfied in full and discharged, the right to the use of all premises or places of business which Borrower presently has or may hereafter have and where any of said Collateral may be located, at a total rental for the entire period of \$1.00. Lender agrees not to exercise the rights granted in this paragraph unless and until Lender determines to exercise its rights against the Collateral herein described.

9. **PROCESSING AND SALES OF INVENTORY.** So long as Borrower is not in default hereunder, Borrower shall have the right, in the regular course of business, to process and sell [Borrower's] Inventory. A sale in the ordinary course of business shall not include a transfer in total or partial satisfaction of a debt.

10. **TERM OF AGREEMENT.** The term of this Agreement shall commence with the date hereof and continue in full force and effect and be binding upon the Borrower until all Obligations of Borrower to Lender shall have been fully, finally and irrevocably paid and satisfied in full and discharged, and until so paid and satisfied, Borrower shall continue to make all reports required hereby and to remit all collections to Lender, as herein provided, and Lender shall be entitled to retain its security interest in all existing and future accounts, Inventory and other Collateral.

11. **OTHER PROVISIONS.**

(a) No delay or omission on the part of Lender in exercising any rights shall operate as a waiver of such right or any other right. Waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any other occasion. All Lender's rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper, shall be cumulative and may be exercised consecutively or concurrently. The term "Lender" as used herein shall include National Bank of Canada and all affiliates, subsidiaries and agents thereof, whether now or hereafter existing. This Agreement may not be amended or modified, and no provision hereof may be waived, except by an instrument in writing signed by Lender and, in the case of an amendment or modification, also by Borrower.

Revolving Credit Loans

(b) Lender is authorized to make loans under the terms of this Agreement to Borrower upon the request, either written or oral of any of the following named persons, from time to time, holding the following offices of Borrower: None

Revolving Credit Loans

(c) Borrower agrees that any and all loans made by Lender to Borrower or for its account under this Agreement shall be conclusively deemed to have been authorized by Borrower and to have been made pursuant to duly authorized requests therefor on its behalf.

(d) Additional Provisions. Borrower furthermore agrees to the following additional provisions:

(e) ^{Missouri} This Agreement shall be governed by and construed in accordance with the internal statutes and laws of the State of ~~New York~~, without regard to principles of conflicts of law, except as required by mandatory provisions of law, and except to the extent that the validity or perfection of the security interests granted and created hereby, or remedies hereunder with respect to any particular Collateral, are governed by the laws of a jurisdiction other than the State of ~~New York~~ ^{Missouri}.

(f) Anything herein to the contrary notwithstanding, the obligation of Borrower to pay interest to Lender in respect of loans secured hereby shall be subject to the limitation that such payment shall not be required to the extent that receipt of such payment by Lender would be contrary to the provision of any applicable law limiting the maximum rate of interest that may be charged or collected by Lender on such loans. Any amount paid by Borrower in excess of such maximum amount shall be deemed a payment in respect of amounts owing to Lender other than interest and, if no such non-interest amount is owing, shall be refunded to Borrower.

2) This Agreement shall be binding upon Borrower and its successors, assigns, heirs and legal representatives and shall inure to the benefit of Lender and its successors and assigns.

T. LOUIS
ITY OR
OUNTY,
ISSOURI

(h) BORROWER AND LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ALL STATE AND FEDERAL COURTS SITTING IN NEW YORK COUNTY, NEW YORK AND AGREE THAT A SUMMONS AND OTHER COURT PROCESS ISSUED BY SAID COURTS MAY BE SERVED UPON BORROWER OR LENDER, WITHIN OR OUTSIDE SAID COURTS' TERRITORIAL JURISDICTION, BY MAILING THE SAME, BY REGISTERED OR CERTIFIED MAIL, OR BY PERSONAL SERVICE, TO BORROWER OR LENDER AT ITS RESPECTIVE ADDRESS SPECIFIED HEREIN; PROVIDED THAT NOTHING CONTAINED HEREIN SHALL LIMIT LENDER'S RIGHT TO SUE BORROWER IN ANY OTHER COURT HAVING JURISDICTION OVER BORROWER OR ITS ASSETS AND TO SERVE SUMMONS OR OTHER COURT PROCESS UPON BORROWER IN ANY MANNER PERMITTED BY APPLICABLE LAW.

(i) BORROWER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING OR OTHER ACTION OF LENDER.

HENGES MANUFACTURING, L.L.C.
(Borrower)

Name: Kevin O'Meara
By: Kevin O'Meara, President
(Title)

Address: 12100 Prichard Farm Road
(Number and Street)
St. Louis, Missouri 63043
(City, State and Zip Code)

ATTEST:

By: _____
Name: _____
Title: _____

NATIONAL BANK OF CANADA
By: [Signature]
Name: David Kennebeck
Title: AVP

By: _____
Name: _____
Title: _____
Address: _____
(Number and Street)

(City, State and Zip Code)

(Revised 08/1996 - NY)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings ⇄⇄⇄

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

1. Name of conveying party(ies):

Henges Manufacturing, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company, Missouri
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 23, 1999

2. Name and address of receiving party(ies)

Name: National Bank of Canada

Internal Address: Suite 2980

Street Address: One Metropolitan Square

City: St. Louis State: MO Zip: 63102

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation-State: _____
- Other: Commercial Banking Institution, Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2176572

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marta I. Burgin

Internal Address: Armstrong Teasdale, L.L.P.

Street Address: One Metropolitan Square

Suite 2600

City: St. Louis State: MO Zip: 63102-2740

6. Total number of applications and registrations involved

1

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

012384

(Attach duplicate copy of this page if paying by deposit account)

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

Marta I. Burgin

Name of Person Signing

Marta I. Burgin
Signature

December 28, 2000

Date

Total number of pages including cover sheet, attachment, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231