

7-18-01
Tab settings



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ached original documents or copy thereof.

1. Name of conveying party(ies):

Bradshaw International, Inc.

7-18-01

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: Fleet Business Credit Corporation

Internal Address: Attn: Thomas Forbath

Street Address: 15260 Ventura Blvd., Ste 400

City: Sherman Oaks State: CA ZIP: 91403

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

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

3. Nature of conveyance:

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

Execution Date: June 6, 2001

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

A. Trademark Application No.(s)

See Exhibit A attached

B. Trademark registration No.(s)

See Exhibit A attached

Additional numbers attached? Yes No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41):..... \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

07/27/2001 AMMED1 00000079 75627933

01 FC:481 40.00 DP
02 FC:1382 200.00 DP

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.

Anthony R. Callobre, Esq.
Name of Person Signing

[Signature]
Signature

July 16, 2001
Date

Total number of pages comprising cover sheet: 9

Do not detach this portion

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

**Commissioner of 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.

EXHIBIT A

to
RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Trademarks / Service Marks

<u>Trademark/ Service Mark</u>	<u>Application No./ Registration No.</u>	<u>Filed/ Registered</u>
Easy Seal	75/627,933	01/26/99
Good Cook, The Art of...	76/033,499	04/25/00
Smart Scoop	76/226,466	03/16/01
Spatter Prufe	594,358	08/24/54
American Pie (& Design)	1,909,085	08/01/95
Baker's Helper	1,212,991	10/19/82
Bonny	1,976,111	05/28/96
Chef's Head (& Design)	1,952,999	01/30/96
Wood Accents Collection	75/406655	12/17/97

SECOND AMENDMENT TO
TRADEMARK AND PATENT SECURITY AGREEMENT

THIS SECOND AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT (this "Amendment"), dated as of June 6, 2001, is entered into by and between BRADSHAW INTERNATIONAL, INC., a California corporation ("Debtor") and FLEET BUSINESS CREDIT CORPORATION (formerly known as Sanwa Business Credit Corporation) ("Secured Party"), with reference to the following facts:

RECITALS

A. Debtor and Secured Party are parties to an Amended and Restated Loan and Security Agreement dated as of July 31, 2000 (as amended, the "Loan Agreement"), pursuant to which Secured Party has made certain credit facilities available to Debtor.

B. Debtor and Secured Party also are parties to a Trademark and Patent Security Agreement, dated as of January 14, 1998 (as amended, the "Agreement"), pursuant to which Debtor granted to Secured Party a security interest in and lien upon all of Debtor's general intangibles, including without limitation all patents and trademarks, to secure the prompt and indefeasible payment and performance of all obligations, liabilities and indebtedness of Debtor to Secured Party of every kind, nature and description, including without limitation, the "Liabilities" as defined in the Loan Agreement.

C. Debtor has acquired additional trademarks since the date of the Agreement.

D. Debtor and Secured Party desire to amend and supplement the Agreement to add the trademarks, acquired by Debtor since the date of the Agreement, so that such additional trademarks are covered by the Agreement.

AGREEMENT

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

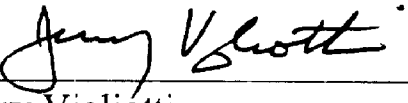
1. Amendment to Trademark Schedule. The Agreement is hereby amended such that Schedule A thereto shall read in full as set forth in Exhibit A attached to this Amendment and incorporated herein by this reference.

2. Reaffirmation. Except as amended and supplemented by this Amendment, the terms and conditions of the Agreement shall remain unmodified, are hereby reaffirmed, and shall continue in full force and effect.

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

"Debtor":

BRADSHAW INTERNATIONAL, INC.,
a California corporation

By: 
Jerry Vigliotti
Vice President - Finance

"Secured Party":

FLEET BUSINESS CREDIT CORPORATION

By: _____

Name: _____

Title: _____

2. Reaffirmation. Except as amended and supplemented by this Amendment, the terms and conditions of the Agreement shall remain unmodified, are hereby reaffirmed, and shall continue in full force and effect.

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

"Debtor":

BRADSHAW INTERNATIONAL, INC.,
a California corporation

By: _____

Jerry Vigliotti
Vice President - Finance

"Secured Party":

FLEET BUSINESS CREDIT CORPORATION

By: _____

Name: _____

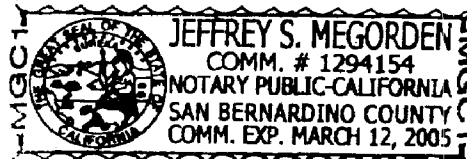
Title: _____

State of California)
)
County of SAN BERNARDINO)

On 6-JUNE-2001 before me, JEFFREY S. MEGORDEN, Notary Public,
personally appeared JERRY VIGLIOTTI,

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Jeffrey S Megorden

State of California)
)
County of _____)

On _____ before me, _____, Notary Public,
personally appeared _____,

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

State of California)
)
County of _____)

On _____ before me, _____, Notary Public,
personally appeared _____,

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

State of California)
)
County of Los Angeles)

On June 6, 2001 before me, Peggy L. Maas, Notary Public,
personally appeared Lawrence J. Cusburn,

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Peggy L. Maas

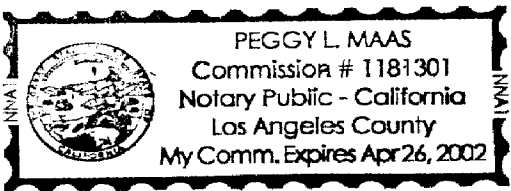


EXHIBIT A

SCHEDULE A

to

TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

<u>Trademark/ Service Mark</u>	<u>Application No./ Registration No.</u>	<u>Filed/ Registered</u>
Good Cook (& Design)	1,604,386	07/03/90
Euroflex	1,627,184	12/11/90
Ultra Series	1,767,212	04/27/93
GoodCook (Stylized)	1,767,215	04/27/93
GoodCook Quality By Design	1,774,958	06/08/93
Fairgrove	920,633	09/21/71
Fairgrove	1,555,478	09/12/89
Fairgrove (& Design)	1,847,994	08/02/94
Bright Buys	1,983,228	07/02/96
Oven Fresh	2,094,958	09/09/97
Air Perfect (& Design)	2,189,233	09/15/98
Bonny	965,485	08/07/73
Easy Seal	75/627,933	01/26/99
Good Cook, The Art of...	76/033,499	04/25/00
Smart Scoop	76/226,466	03/16/01
Spatter Prufe	594,358	08/24/54
American Pie (& Design)	1,909,085	08/01/95

EXHIBIT A

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to

TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

Baker's Helper	1,212,991	10/19/82
Bonny	1,976,111	05/28/96
Chef's Head (& Design)	1,952,999	01/30/96
Wood Accents Collection	75/406655	12/17/97