

RE

08-14-2001

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U.S. DEPARTMENT OF
Patent and Trademark

OMB No. 0651-0011 (exp. 4/9)



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8-201
Tab settings

To the Honorable Commissioner of P.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Becker-Underwood, Inc.

8-201

2. Name and address of receiving

Name: Antares Capital Corporation, as Agent

Internal Address: _____

Street Address : 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation State Delaware

☐ Other _____

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

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

☐ Individual(s)

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State DE

☐ Other _____

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Amendment to Trademark Security Agreement

July 27, 2001

Execution Date: _____

4. Application number(s) or trademark

A. Trademark Application No.(s)

N/A

B. Trademark Registration

U.S. 2,311,527

Additional numbers attached? No

5. Name and address of party to whom correspondence

concerning document should be mailed:

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

1

6. Total number of applications and

registrations

1

7. Total fee (37 CFR \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

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

08/13/2001 BYRNE 00000130 2311527

DO NOT USE THIS SPACE

01 FC:401

40.00

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 of the original document.

Todd Ramstrom

Name of Person

Todd Ramstrom
Signature

07/30/01

Date

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

6

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "**Amendment**"), dated as of July 27, 2001, is by and between BECKER-UNDERWOOD, INC., a Delaware corporation ("**Grantor**"), and ANTARES CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement described below (in such capacity, "**Agent**").

RECITALS:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of August 28, 2000 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), pursuant to which Grantor granted security interests in its Trademarks, Trademark registrations, Trademark licenses and Trademark applications, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to Agent in order to secure the Liabilities (as defined in the Agreement);

WHEREAS, Grantor and Agent have agreed to amend, supplement and modify the Agreement in the manner set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and are made a part hereof.

2. Definitions. All capitalized terms used herein but not elsewhere defined shall have the respective meanings ascribed to such terms in the Agreement.

3. Amendment to Agreement. Schedule I to the Agreement is hereby amended and supplemented by adding the information contained in **Addendum A** attached hereto to Schedule I of the Agreement.

4. Representations and Warranties. To induce Agent to enter into this Amendment, Grantor represents and warrants to Agent that:

4.1 that the execution, delivery and performance of this Amendment has been duly authorized by all requisite organizational action on the part of Grantor and that this Amendment has been duly executed and delivered by Grantor; and

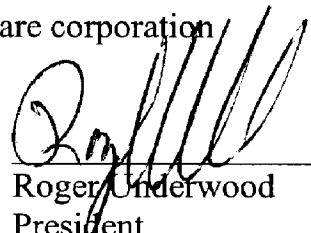
4.2 that each of the representations and warranties set forth in the Agreement (other than those which, by their terms, specifically are made as of certain date prior to the date hereof) are true and correct in all material respects as of the date hereof.

5. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

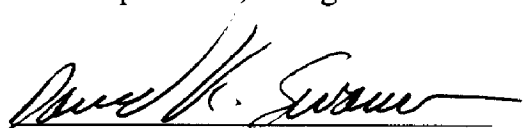
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[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor and Agent have caused this Amendment to be duly executed and delivered in Chicago, Illinois as of the date first above written.

BECKER-UNDERWOOD, INC., a
Delaware corporation

By: 
Name: Roger Underwood
Title: President

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: David K. Swanson
Title: Director

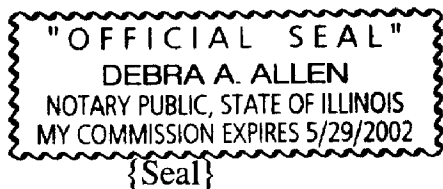
First Amendment to Trademark Security Agreement

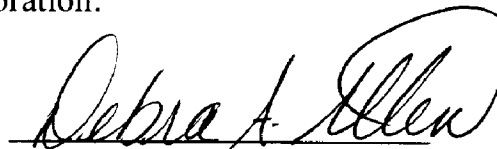
TRADEMARK
REEL: 002347 FRAME: 0174

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 26th day of July, 2001, before me personally appeared Roger Underwood, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is President of Becker-Underwood, Inc., a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

My commission expires:

5/29/2002

First Amendment to Trademark Security Agreement

TRADEMARK
REEL: 002347 FRAME: 0175

Addendum A
(Trademark Security Agreement)

Trademark

Registration Nos.

WOOD'N COLORS

U.S. 2,311,527