

REC

10-05-2001



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101866358

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

1. Name of conveying party(ies):

All-States Inc.

10-29



- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: May 11, 2001

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address: _____

Street Address: 111 West Monroe St.

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Illinois
- 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

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

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? Yes No

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

Name: Gregory T. Pealer c/o

Internal Address: Reedfax

Crystal Plaza One

Suite 1207

2001 Jefferson Davis Hwy.

Arlington, Virginia 22202

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 6

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

- 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

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.

Gregory T. Pealer

Name of Person Signing

Signature

May 16, 2001

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002378 FRAME: 0455

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Logo "as" in an open sided circle	909449	March 9, 1971
"Rap-Tight"	1088762	April 4, 1978
"All-States"	1127039	November 27, 1979
"Products for Wiring Management"	1366674	October 22, 1985
Logo a drawing of a cable tie	1375851	December 17, 1985
"RT"	2353665	May 30, 2000

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	NONE	



TRADEMARK COLLATERAL AGREEMENT



This 11th day of May, 2001, ALL-STATES INC., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1801 West Foster Avenue, Chicago, Illinois 60640, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages:


to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALL-STATES INC.

By 
Name William W. Shely
Its Chairman and CEO

HARRIS TRUST AND SAVINGS BANK

By _____
Name _____
Its _____

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALL-STATES INC.

By _____
Name _____
Its _____

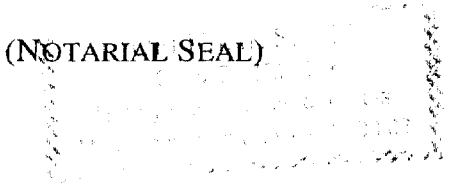
HARRIS TRUST AND SAVINGS BANK

By James Bucard
Name James Bucard
Its Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JOHN C. ZIEGLER a Notary Public in and for said County, in the State aforesaid, do hereby certify that William W. Shely, Chairman & CEO of All-States Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman & CEO appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of May, 2001.



[Signature]
Notary Public

JOHN C. ZIEGLER
(Type or Print Name)

My Commission Expires:

11/08/03

STATE OF Illinois)
) SS
COUNTY OF COOK)

I, Nancy J. Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Bucaro, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of May, 2001.

(NOTARIAL SEAL
NANCY J SKODA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 2, 2001)

Nancy J Skoda
Notary Public

Nancy J. Skoda
(Type or Print Name)

My Commission Expires:

Nov 2, 2001

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE

The following information is to serve as proof of submission of filing at the U.S. Patent & Trademark Office.

Conveying Party: All-States Inc.

Receiving Party: Harris Trust and Savings Bank

Type of document: Patent Security Agreement

Dated filed: May 18, 2001

Date resubmitted: October 1, 2001

Filing fee: \$0

Number of patents in document: 11

Notice of Recordation will be available and forwarded to your attention in approximately 4 to 6 months.

05-25-2001

Tab settings



MAY 18 2001

OCT 02 2001

To the Honorable Commissioner of Pa.

101729650

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Afl-States Inc.

5-18-01

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 W. Monroe St.

City: Chicago State: IL ZIP: 60603

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

3. Nature of conveyance:

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

Execution Date: May 11, 2001

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A-1

See Schedule A-1

Additional numbers attached? Yes No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved: 11

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

- 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

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.

Gregory T. Pealer
Name of Person Signing

Signature

May 16, 2001
Date

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

**SCHEDULE A-1
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	INVENTOR(S)	DATE ISSUED
3484905	Bundle Tie	Robert Eberhardt	December 23, 1969
3605199	Bundle Tie	Robert Eberhardt	September 20, 1971
4,093,005	Cable Tie Gun	Robert M. Eberhardt, James Arthur McNana, Dennis M. Hener	June 6, 1978
4143577	Anchor Base Fastener	Robert M. Eberhardt	March 13, 1979
4,567,546	Anchor Base Mounting Block	John C. Zeller, Peter M. Wells, Jr.	January 28, 1986
4,579,310	Guides For Organizing Wires	Peter M. Wells, William W. Shely	April 1, 1986
4,640,479	Strain Relief Grommet	William W. Shely, Peter M. Wells	February 3, 1987
4,779,744	Guide Rail For Supporting Boards	William Shely, Peter Wells	October 25, 1988
4,788,751	Cable Tie	William W. Shely, Peter M. Wells	December 6, 1988
4,897,899	Cable Tie	William W. Shely, Peter M. Wells	February 6, 1990
5,295,285	Cable Tie	William W. Shely	March 22, 1994

PENDING U.S. PATENT APPLICATION NUMBER	TITLE OF APPLICATION	FILING DATE
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NONE



PATENT COLLATERAL AGREEMENT

This 11th day of May, 2001, ALL-STATES INC., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1801 West Foster Avenue, Chicago, Illinois 60640, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

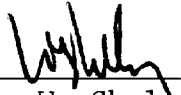
to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

ALL-STATES INC.

By  _____
Name William W. Shely
Its Chairman and CEO

HARRIS TRUST AND SAVINGS BANK

By _____
Name _____
Its _____

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

ALL-STATES INC.

By _____
Name _____
Its _____

HARRIS TRUST AND SAVINGS BANK

By James Bucaro
Name James Bucaro
Its Vice President

STATE OF Illinois)
) SS
COUNTY OF COOK)

I, John C. Zerkow a Notary Public in and for said County, in the State aforesaid, do hereby certify that William W. Shely, Chairman & CEO of ALL-STATES INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman & CEO appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26 day of May, 2001.

(NOTARIAL SEAL)



Notary Public

My Commission Expires:

John C. Zerkow

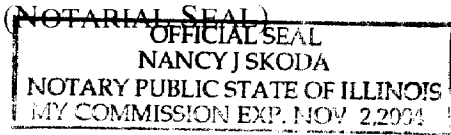
(Type or Print Name)

11/08/03

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Nancy J Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Bucaro, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of May, 2001.



Nancy J. Skoda
Notary Public

Nancy J Skoda
(Type or Print Name)

My Commission Expires:

Nov 2, 2004

**SCHEDULE A-2
TO PATENT COLLATERAL AGREEMENT**

PATENT LICENSES

NONE