



**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

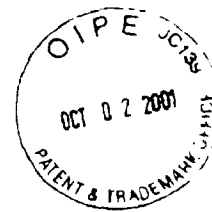
**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
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NONE



## TRADEMARK COLLATERAL AGREEMENT



This 11<sup>th</sup> 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;

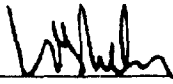
to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, 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

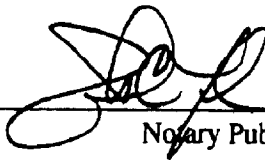
By James Bucard  
Name JAMES BUCARD  
Its Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, JOHN C. ZERON a Notary Public in and for said County, in the State aforesaid, do hereby certify that William W. Shady, 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 7<sup>th</sup> day of May, 2001.

(NOTARIAL SEAL)

  
Notary Public

My Commission Expires:

JOHN C. ZERON

(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 11<sup>th</sup> day of May, 2001.

(NOTARY PUBLIC)  
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.