



101983747 SHEET TRADEMARKS ONLY

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Kae-Tech USA, Inc.

1-29-02

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

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

3. Nature of conveyance

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

Execution Date: November 30, 2001

2. Name and address of receiving party(ies)

Name: National Bank of Canada

Internal Address: National Bank Building

Street Address: 150 York Street, 2nd Floor

City: Toronto, Ontario State: Canada Zip: M5H 3S5

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State CANADA, 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 registration number(s):

A. Trademark Application No.(s) 76234966, 76282237, 76282238, 76282239

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: John E. Ottaviani, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 2800 Financial Plaza

City: Providence State: RI Zip: 02903

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500402

(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.

John E. Ottaviani

Signature

December 19, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

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

02/14/2002 BTOM11 00000079 76234966

01 FC:481 40 00 DP 02 FC:482 75 00 DP

**SECOND AMENDMENT TO
ASSIGNMENT OF PAYMENTS AND SECURITY**

SECOND AMENDMENT TO ASSIGNMENT OF PAYMENTS AND SECURITY ("Second Amendment") dated as of November 30, 2001 by and between KAE-TECH USA, INC., a Delaware corporation ("Assignor") and, NATIONAL BANK OF CANADA, as Security Agent (the "Agent") for the Lenders.

WITNESSETH:

WHEREAS, Assignor and Agent have entered into an Assignment of Payments and Security dated as of May 18, 2000, as amended by a First Amendment to Assignment of Payments and Security dated as of July 23, 2001 ("Security Agreement"), pursuant to which Assignor has agreed to assign and transfer to Agent certain security agreements and collateral in favor of Assignor; and

WHEREAS, Assignor and Secured Party wish to modify and amend the Security Agreement to reflect additional Trademarks that have become part of the Security; and

WHEREAS, terms used but not otherwise defined in this First Amendment shall have the respective meanings ascribed to such terms in the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby confirms that it has assigned and transferred to Agent, pursuant to the Security Agreement, Assignor's security interest in the Trademarks listed on Annex 4A.
2. Assignor and Agent agree that the Security Agreement is hereby amended by adding the Trademarks listed on Annex 4A hereto.
3. Except as modified and amended hereby, the Security Agreement shall remain in full force and effect and is in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed as of the date and year first above written.

KAE-TECH USA, INC.
a Delaware corporation

By: 

Name:

Date: November 30, 2001

NATIONAL BANK OF CANADA, as
Security Agent

By: 

Name:

Date: November 30, 2001

