

02-22-2002



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

101989535 TRADEMARK

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): LaSalle Bank National Association (formerly known as LaSalle National Bank) 2-6-02
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
[X] Other national banking association
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: LaSalle Business Credit, Inc.
Internal
Address: 135 South LaSalle Street
Street Address: Suite 425
City: Chicago State: IL Zip: 60603
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Delaware
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[X] Other change of secured party
Execution Date: 12-12-01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See attached list
Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Daniel R. Cross
Internal Address:
LaSalle Business Credit, Inc.
135 South LaSalle Street
Street Address: Suite 425
City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 18
7. Total fee (37 CFR 3.41) \$ 465
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:
FEB - 5 2002

DO NOT USE THIS SPACE

9. Signature.
Sanjay Sharma
Name of Person Signing
Signature
Date: 2-5-02
Total number of pages including cover sheet, attachments, and document: 5

02/22/2002 6TON11 00000029 0824844

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

01 FC:481 40.00 OP
02 FC:482 425.00 OP

TRADEMARK REEL: 002447 FRAME: 0709

Continuation of Item 4

<u>Mark</u>	<u>Registration No.</u>
1. BURGMASER	0824844
2. BURGMASER B	0831405
3. CAP 1000	1253343
4. CJ	0767074
5. DI-ACRO	0765007
6. DI-ACRO	0394932
7. FABRI-CENTER	0913009
8. HELIOS	1968932
9. LASER-CENTER	1196124
10. LASERTOOL	1952099
11. Miscellaneous Design	1191074
12. MULTIPUNCH	1593848
13. SMART MARK	2037440
14. SMART STROKE	1973882
15. STRIP-GUARD	1785240
16. STRIPPIT	1197718
17. STRIPPIT	0710868
18. STRIPPIT FABRICATOR	0726467

ASSIGNMENT AND ACCEPTANCE AGREEMENT

This **ASSIGNMENT AND ACCEPTANCE AGREEMENT**, dated December 12, 2001, is between **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association (the "Assignor"), and **LASALLE BUSINESS CREDIT, INC.**, a Delaware corporation (the "Assignee").

Preliminary Statement:

The Assignor desires to sell and assign to the Assignee, and the Assignee desires to purchase and assume from Assignor, 100% of the Assignor's rights and obligations under that certain **Loan Agreement** dated as of August 25, 1998 (such **Loan Agreement**, as the same has been and hereafter may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "**Loan Agreement**") between Assignor and Strippii, Inc., a Delaware corporation ("**Borrower**").

Now, therefore, it is hereby agreed as follows:

1. Capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the **Loan Agreement**.

2. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from Assignor, all of the Assignor's rights and obligations under the **Loan Agreement** and the other **Loan Instruments** as of the date hereof.

3. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the **Loan Instruments** or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the **Loan Instruments** or any document furnished pursuant thereto or the value of the **Collateral**; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the **Borrower** or the performance or observance by the **Borrower** of any of its obligations under the **Loan Instruments** or any other instrument or document furnished pursuant thereto.

4. The Assignee (i) represents that it is a Person organized under the laws of the United States or a state thereof; (ii) confirms that it is either a commercial lender, other financial institution or "accredited investor" (as defined in Regulation D promulgated under the Securities Act) which makes loans or purchases notes in the ordinary course of business and not with a view to or for sale in connection with any distribution of the Note; provided, however, that Assignee shall not be deemed to have breached this representation by further assigning or selling participations in its interest under the **Loan Instruments** as permitted by the **Loan Agreement**; (iii) confirms that it has received a copy of the **Loan Agreement** and the other **Loan Instruments**, together with copies of the financial statements referred to therein and such other documents and

information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (iv) agrees that it will, independently and without reliance upon the Assignor and based on such documents and information as it shall deem appropriate, continue to make its own credit decisions in taking or not taking action under the Loan Agreement and the other Loan Instruments; and (v) agrees that it will perform all of the obligations which by the terms of the Loan Agreement and the other Loan Instruments are required to be performed by it as the Lender thereunder.

5. The effective date of this Assignment and Acceptance Agreement (the "Effective Date") shall be the date first set forth above.

6. As of the Effective Date (i) the Assignee shall be a party to the Loan Agreement and the other Loan Instruments to which Assignor was a party and, to the extent provided in this Assignment and Acceptance Agreement, have the rights and obligations of the Lender thereunder and (ii) the Assignor shall, to the extent provided in this Assignment and Acceptance Agreement, relinquish its rights and be released from its obligations under the Loan Agreement and the other Loan Instruments.

7. From and after the Effective Date, Borrower shall make all payments under the Loan Agreement in respect of the interest assigned hereby to the Assignee in accordance with the instructions given by Assignee to Borrower from time to time. Upon the Effective Date, the Assignee shall pay to the Assignor the principal amount of any outstanding Loan under the Loan Agreement which is being assigned hereunder, net of any closing costs. The Assignor and Assignee shall make all appropriate adjustments in payments under the Loan Agreement for the period prior to the Effective Date directly between themselves on the Effective Date.

8. This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of Illinois.

9. This Assignment and Acceptance and any waiver or amendment hereto may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by a duly authorized officer of each party as of the date first written above.

LASALLE BANK NATIONAL ASSOCIATION,
as Assignor

By: [Signature]
Name: S. MARKS
Title: FVP

LASALLE BUSINESS CREDIT, INC., as
Assignee

By: [Signature]
Name: SCOTT R. BUSH
Title: FVP

The undersigned hereby consents to the foregoing Assignment and Acceptance this ___ day of _____, 200__.

STRIPPIT, INC.

By: [Signature]
Name: Bruce Turner
Title: VP, Finance & CFO