

4-11-02



102112112

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To the Honorable Commissioner of Pa.

ached original documents or copy thereof.

1. Name of conveying party(ies):  
DEVLIEG BULLARD II, INC.  
10100 Forest Hills Road  
Rockford, IL 61115

4-11-02

- Individual(s)
  - General Partnership
  - Corporation-State: Delaware
  - Other \_\_\_\_\_
  - Association
  - Limited Partnership
- Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: LASALLE BUSINESS CREDIT, INC.

Internal Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: January 29, 2002

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  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**

6. Total number of applications and registrations involved: \_\_\_\_\_

8

7. Total fee (37 CFR 3.41): ..... \$ 215.00

- 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

BOBBIE TERNINE

Name of Person Signing

Bobbie Ternine

Signature

April 9, 2002

Date

04/12/2002 6TON11 00000028 362745

Total number of pages including coversheet, attachments and document: \_\_\_\_\_

6

01 FC:481  
02 FC:482

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

40.00 DP  
175.00 DP

SCHEDULE A

Schedule A to Supplemental Trademark Grant of Security Interest dated January 29, 2002, by and between Devlieg Bullard II, Inc. and LaSalle Business Credit, Inc., as Agent.

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
362,745 (US)	11/29/1938	CONOMATIC
1,893,926 (US)	05/16/1995	SPRINGFIELD
1,179,828 (US)	12/01/1981	MOTCH
119,496 (US)	11/27/1917	INTERSECTING RINGS
509,274 (US)	05/03/1949	BLANCHARD
804,186 (US)	02/22/1966	BLANCHARD WITH INTERSECTING RINGS
1,105,549 (US)	11/07/1978	AUTO ZERO
1,055,932 (US)	01/11/1977	SPOTTED C DESIGN

**SUPPLEMENTAL TRADEMARK GRANT OF SECURITY INTEREST**

WHEREAS, Devlieg Bullard II, Inc., a corporation formed under the laws of Delaware, located at 10100 Forest Hills Road, Rockford, Illinois 61115 ("Borrower"), has adopted, and may use the marks shown in the attached Schedule A (the "Marks"), for which there are registrations in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to LaSalle Business Credit, Inc. ("LaSalle") and various other financial institutions (collectively, "Lenders") and LaSalle as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of June 29, 2000, among Agent, Lenders and Borrower and (ii) a certain Patent, Trademark and License Security Agreement, dated as of June 29, 2000, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and


WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Liabilities as defined in the Agreements and in accordance with the terms and provisions thereof.

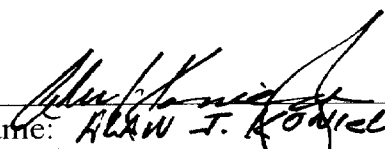
Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
January 29, 2002

Witness:

  
\_\_\_\_\_  
DONALD E. KACMAR

DEVLIEG BULLARD II, INC.

By:   
Name: ALAN J. KONIECZKA  
Its: PRESIDENT/CEO

Witness:

\_\_\_\_\_

LASALLE BUSINESS CREDIT, INC., as Agent

By: \_\_\_\_\_  
Name:  
Its:

**SUPPLEMENTAL TRADEMARK GRANT OF SECURITY INTEREST**

WHEREAS, Devlieg Bullard II, Inc., a corporation formed under the laws of Delaware, located at 10100 Forest Hills Road, Rockford, Illinois 61115 ("Borrower"), has adopted, and may use the marks shown in the attached Schedule A (the "Marks"), for which there are registrations in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to LaSalle Business Credit, Inc. ("LaSalle") and various other financial institutions (collectively, "Lenders") and LaSalle as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of June 29, 2000, among Agent, Lenders and Borrower and (ii) a certain Patent, Trademark and License Security Agreement, dated as of June 29, 2000, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Liabilities as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
January 9, 2002

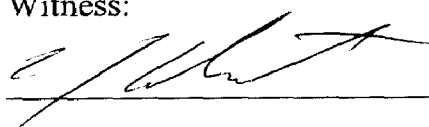
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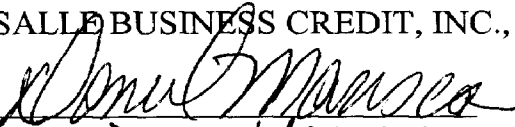
DEVLIEG BULLARD II, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Its:

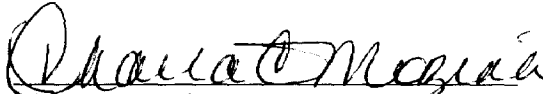
Witness:

  
\_\_\_\_\_

LASALLE BUSINESS CREDIT, INC., as Agent  
By:   
Name: DANIEL MARESCA  
Its: FIRST VICE PRES.

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 29th day of January, 2002, before me personally came Alan J. Konieczka to me known, who, being by me duly sworn, did depose and say that s/he is the President/CEO of Devlieg Bullard II, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

  
Notary Public

CHARLA C. MOZINA  
Notary Public, State of Ohio  
My Commission Expires August 21, 2002

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_\_ day of January, 2002, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of LaSalle Business Credit, Inc., the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_\_ day of January, 2002, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of Devlieg Bullard II, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 29<sup>th</sup> day of January, 2002, before me personally came Daniel Marasco to me known, who, being by me duly sworn, did depose and say that s/he is the First Vice President of LaSalle Business Credit, Inc., the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Joyce D. Lewis  
Notary Public  
Joyce D. Lewis  
Notary Public, State of New York  
Registered No. 037327  
Qualified in New York County  
My Commission Expires Dec 19, 2002

1119660.1/CEM/55380/074 1/29/02

*7 3 digit numbers*