

05-23-2002



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 5-15-02
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other Third Amendment to Amended and Restated Patent, Trademark and License Mortgage
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
03 / 21 / 2002

Conveying Party

Mark if additional names of conveying parties attached

Name American Builders & Contractors Supply Co., Inc.

Effective Date
Month Day Year
03 / 21 / 2002

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, National Association

DBA/AKA/TA _____

Composed of _____

Address (line 1) 901 Main Street, 6th Floor

Address (line 2) _____

Address (line 3) Dallas Texas 75202

City State/Country Zip Code

05/22/2002 TDIAZ1 00000143 78103897

01 FC:481
02 FC:482

40.00 DP
275.00 DP

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization national banking association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Representative should be attached.
(Designation must be a separate document from Assignment.)

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public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 214/855-4775

Name Andrea Walker
Address (line 1) Jenkins & Gilchrist, A Professional Corporation
Address (line 2) 1445 Ross Avenue, Suite 3200
Address (line 3) Dallas, Texas 75202-2799
Address (line 4) _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

8

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)		
<u>78/103,897</u>	<u>1,376,499</u>	<u>1,798,479</u>	<u>1,700,566</u>
<u>78/091,528</u>	<u>1,394,477</u>	<u>0,233,815</u>	<u>1,737,851</u>
_____	<u>1,920,520</u>	<u>0,443,599</u>	<u>2,475,648</u>
_____	<u>1,927,906</u>	_____	_____

Number of Properties

Enter the total number of properties involved.

12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$315.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

10-0447

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Andrea Walker
Name of Person Signing

Andrea Walker
Signature

May 15, 2002
Date Signed

THIRD AMENDMENT

to

AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE MORTGAGE

This Third Amendment to Amended and Restated Patent, Trademark and License Mortgage (this "Amendment"), effective as of March 21, 2002 (the "Effective Date"), is entered into between American Builders & Contractors Supply Co., Inc., a Delaware corporation (the "Borrower"), and Bank of America, National Association (successor in interest by merger to NationsBank, N.A. which was formerly NationsBank of Texas, N.A.), as agent (in such capacity, the "Agent") for the lenders (the "Lenders") from time to time parties to the Loan Agreement identified below:

W I T N E S S E T H

WHEREAS, the Borrower and the Agent are parties to the certain Amended and Restated Patent, Trademark and License Mortgage dated as of July 1, 1993, filed in the trademark records of the United States Patent and Trademark Office on July 12, 1993 (as amended by that certain First Amendment to Amended and Restated Patent, Trademark and License Mortgage dated effective as of February 8, 1996; that certain Second Amendment to Amended and Restated Patent, Trademark and License Mortgage dated effective as of May 12, 1998; and as such agreement may be otherwise amended or modified from time to time, the "Mortgage");

WHEREAS, the Mortgage secures certain obligations and indebtedness of the Borrower arising under the certain Second Amended and Restated Loan and Security Agreement, dated as of May 12, 1998, among the Borrower, the Agent and the Lenders from time to time party thereto (as amended, the "Existing Loan Agreement");

WHEREAS, concurrently herewith the Existing Loan Agreement has been amended and restated pursuant to the certain Third Amended and Restated Loan and Security Agreement, dated as of March 21, 2002, among the Borrower, the Agent and the Lenders the "Loan and Security Agreement";

WHEREAS, the Borrower and the Agent have agreed to amend the Mortgage as provided hereinbelow;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and of any loans or financial accommodations heretofore, now or hereafter made to or for the benefit of the Borrower by the Lenders, the parties hereto agree as follows (all terms defined in the Loan and Security Agreement and not otherwise defined herein, wherever used in this Agreement, shall have the meanings ascribed to such terms in the Loan and Security Agreement):

1. Amendment to Certain Defined Terms. The following defined terms used in the Mortgage hereby are amended as follows:

(a) Any and all references in the Mortgage to the "Mortgagee" shall be deemed to mean Bank of America, National Association, successor in interest by merger to NationsBank, N.A., in its capacity as the Agent under the Loan and Security Agreement.

(b) Any and all references in the Mortgage to the "Loan and Security Agreement" shall be deemed to mean the Third Amended and Restated Loan and Security Agreement, dated March 21, 2002, among the Borrower, the Agent, American National Bank and Trust Company of Chicago, as co-agent, and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time).

(c) Any and all references in the Mortgage to the "Liabilities" shall be deemed to mean all "Liabilities" as defined by the Loan and Security Agreement (which includes, without limitation, renewal of all "Liabilities" as defined by the Existing Loan and Security Agreement).

2. Amendment to Exhibits. Exhibits A and B are amended and restated in their entireties as set forth on Exhibit A and Exhibit B, respectively, attached hereto.

3. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that as of the date of this Amendment the representations and warranties of the Borrower contained in the Mortgage are true and correct on and as of the date hereof to the same extent as though made on and as of the date hereof (except to the extent any such representations or warranties relate to a specific date), and all Exhibits attached to the Mortgage remain true, correct and complete.

4. Reference to and Effect on the Mortgage. Except as expressly provided herein, the Mortgage shall remain unmodified and in full force and effect and is hereby ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver or forbearance of (a) any right, power or remedy of the Agent or the Lenders under the Mortgage, or (b) any Default or Event of Default. This Amendment shall constitute a Financing Agreement. All references in any of the Financing Agreements, other than this Amendment, to the Mortgage shall be deemed to refer to the Mortgage as modified by this Amendment.

5. Fees, Costs and Expenses. The Borrower agrees to pay on demand all costs and expenses of the Lenders and the Agent in connection with the preparation, execution, delivery and filing of this Amendment, including the fees and out-of-pocket expenses of counsel for the Lenders and the Agent with respect thereto.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto as separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, when taken together, shall constitute but one and the same agreement.

7. Effectiveness. This Amendment shall be deemed effective as of the Effective Date specified in the preamble upon execution by the Borrower and the Agent.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

ATTEST:

AMERICAN BUILDERS &
CONTRACTORS SUPPLY CO., INC.

By: *Jimmy A. Hess*
Name: *Jimmy A. Hess*
Title: *Executive Secretary*

By: *David Luck*
Name: *David Luck*
Title: *COO & President*

BANK OF AMERICA, NATIONAL ASSOCIATION
(successor in interest by merger to NationsBank,
N.A.), as Agent for the Lenders

By: _____
Name: _____
Title: _____

Address for Notice:

231 S. La Salle Street, 16th Floor
Mail Code IL1-231-16-33
Chicago, Illinois 60697
Attention: Business Credit/URGENT


IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

ATTEST: AMERICAN BUILDERS &
CONTRACTORS SUPPLY CO., INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BANK OF AMERICA, NATIONAL
ASSOCIATION (successor in interest by merger to
NationsBank, N.A.), as Agent for the Lenders

By: 
Name: BRIAN J. WRIGHT
Title: VP

Address for Notice:

231 S. La Salle Street, 16th Floor
Mail Code IL1-231-16-33
Chicago, Illinois 60697
Attention: Business Credit/URGENT

EXHIBIT A

Patents and Patent Applications

<u>Patent Description</u>	<u>Serial/Reg. No.</u>	<u>Issue Date</u>
Merchandiser Display	Des. 418,330	1/04/2000
Merchandiser Display	6,000,561 (U.S. utility)	12/14/1999
Hand Tool Display	Des. 418,349 (U.S.)	1/04/2000

EXHIBIT B**Trademarks and Trademark Registrations**

(All are U. S. Trademarks registered on Principal Register unless otherwise noted)

<u>Mark</u>	<u>Serial/Filing/ Reg. No.</u>	<u>Reg. Date</u>	<u>Notes</u>
American Builders & Contractors Supply Co., Inc.	1,376,499	12/17/1985	Supplemental Register
ABC Supply Co., Inc. (stylized)	1,394,477	5/20/1986	
ABC Supply Co., Inc. (stylized in color)	1,920,520	9/19/1995	
ABC Supply Co., Inc. (map logo)	1,927,906	10/17/1995	No longer in use; will not be kept in force
Gordon Metal Company	1,798,479	10/12/1993	
Mule-Hide	0,233,815	10/11/1927	
Mule-Hide	0,443,599	12/06/1949	
Mule-Hide not a kick . . . (design)	1,700,566	7/14/1992	
Mule-Hide not a kick . . . (design)	1,737,851	12/8/1992	
Committed to Getting Your Job Done. Easier	2475648	8/7/2001	
ACM American Construction Metals (w/design)	78103897	1/21/2002	Application; has not registered
American Construction Metals	78091528	11/2/2001	Application; has not registered

Exhibit B, Cover Page

Dallas2 878859 v 3, 46715.00964

RECORDED: 05/15/2002**TRADEMARK
REEL: 002512 FRAME: 0036**