



05-28-2002



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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):

Bodine Electric Company

5.20.02

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

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

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address:

Street Address: 135 S. LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

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 conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 23, 2001

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

See Attached Schedule 1

Additional number(s) attached Yes No

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

Name: Anne K. Berg, Esq.

Internal Address: Schwartz Cooper Greenberger & Krauss, Chtd. Suite 2700

Street Address: 180 N. LaSalle Street

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$ 190.00

- 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.

ANNE K. BERG

Name of Person Signing

Signature

5/17/02

Date

7

Total number of pages including cover sheet, attachments, and document.

MUELLER 00000042 1858369

05/24/2002

01 FC:481 02 FC:482

40.00 OP 150.00 OP

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

Schedule 1 - Trademark Collateral

United States Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Issue</u>
Bodine	1858369	10/18/1994
Quality in Motion	1424590	01/13/1987
Hy-Sync	1313254	01/08/1985
Bodine	1112193	01/30/1979
Bodine Electric Company	0915628	06/29/1971
Motorgram	0848681	05/07/1968
Bodine	0210146	03/09/1926

State Registrations

None

Unregistered Marks

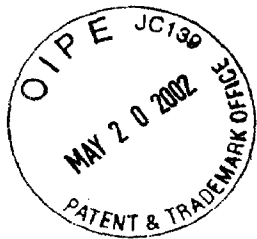
e-TORQ
Pacesetter
INTEGRAmotor
Quintsulation
Liqui-Duty

Pending Applications

None

Licenses

None



TRADEMARK SECURITY AGREEMENT

WHEREAS, Bodine Electric Company, an Illinois corporation ("Grantor"), with its principal place of business at 2500 W. Bradley, Chicago, Illinois 60618, owns the Trademark Collateral (as hereinafter defined) listed on Schedule 1 hereto; and

WHEREAS, Grantor and LaSalle Bank National Association, a national banking association ("Grantee"), are parties to a Loan and Security Agreement dated as of March 23, 2001 (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired General Intangibles (as defined in the Loan Agreement), which includes without limitation all of Grantor's right, title and interest in and to the Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark, trade name, trade style, service mark, logo, emblem, print and label, all elements of package or trade dress of goods, and all General Intangibles of like nature, together with the goodwill of Grantor's business connected with the use thereof and symbolized thereby, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or in any office of the Secretary of State (or equivalent) of any state thereof, or in any similar office or agency of any country or political subdivision thereof throughout the world, whether now owned or hereafter acquired by Grantor, together with all extensions, renewals and corrections thereof and all licenses thereof or pertaining thereto (all of the foregoing assets encompassed by the foregoing clause being hereinafter collectively referred to as the "Trademark Collateral"), including without limitation, the Trademark Collateral listed on Schedule 1 hereto; and
2. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any of the Trademark Collateral including, without limitation, the Trademark Collateral referred to in Schedule 1 hereto, or (b) injury to the

goodwill associated with any of the Trademark Collateral, including, without limitation, the Trademark Collateral referred to in Schedule 1 hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Balance of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of March 23, 2001.

BODINE ELECTRIC COMPANY, an Illinois corporation

By: John R Bodine
Name: John R Bodine
Title: President

Acknowledged this 23rd day of March, 2001:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: Mary Jo Bartlett
Name: Mary Jo Bartlett
Title: Senior Vice President

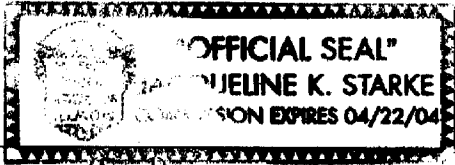
STATE OF Illinois)

COUNTY OF Cook)

SS.

On this 23rd day of March, 2001, before me personally appeared the above-named John Bodine, to me known, who being by me duly sworn according to law, on his oath stated that he is the President of Bodine Electric Company, an Illinois corporation, and acknowledged that he signed, sealed and delivered the foregoing instrument as the free and voluntary act and deed of said company.

Jacqueline K. Starke
Notary Public



(Seal)

My commission expires:

4/22/04

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