

06-14-2002

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6-14-02
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attached original documents or copy thereof.

To the Honorable Commissioner of P

1. Name of conveying party(ies):

Heartland Corporation

6-14-02

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

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

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

Name: Union Bank of California, N.A., as
Collateral Agent

Internal Address: Attn: WD-40 Acct. Officer

Street Address: 530 "B" Street, 4th Floor

City: San Diego State: CA ZIP: 92101

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

Execution Date: May 31, 2002

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

A. Trademark Application No.(s)

n/a

B. Trademark registration No.(s)

0822118
1689756

Additional numbers attached? Yes No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/17/2002 6TON11 00000061 0822118

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

Kyle Mathews, Esq.
Name of Person Signing

Signature

June 12, 2002

Date

Total number of pages comprising cover sheet: 5

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 002525 FRAME: 0037

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FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of May 31, 2002, is entered into by each of the Persons listed on the signature page (each, a "Grantor" and collectively, the "Grantors"), jointly and severally, in favor of Union Bank of California, N.A., a national banking association, as collateral agent (the "Collateral Agent"), with reference to the following facts:

RECITALS

A. The Grantors and the Collateral Agent are parties to the Trademark Security Agreement, dated as of October 18, 2001 (the "Trademark Security Agreement"), pursuant to which the Grantors granted the Collateral Agent a security interest in all of their Trademarks and related Collateral as security for their respective Obligations to the Lenders.

B. Heartland Corporation, a Kansas corporation ("Heartland"), has become a subsidiary of WA-40 Company and has executed a Joinder Instrument to Trademark Securities Agreement, of even date herewith, by which Heartland has become an additional Grantor under the Trademark Security Agreement.

C. The Grantors and the Collateral Agent wish to amend the Trademark Security Agreement to add the Trademarks of Heartland to Schedule 1 to the Trademark Security Agreement in order to make such Trademarks part of the Collateral under the Trademark Security Agreement.

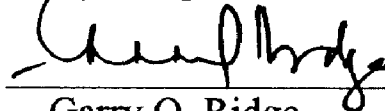
NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Any and all initially capitalized terms used in this Amendment (including, without limitation, in the recitals hereto) without definition shall have the respective meanings specified in the Agreement.
2. Addition of Heartland Trademarks. Schedule 1 to the Agreement is hereby amended and supplemented by including the Trademarks of Heartland identified in Schedule 1 to this Amendment as part of the Collateral:
3. No Other Amendments. Except as expressly amended hereby, the Agreement shall remain unaltered and in full force and effect.

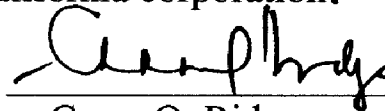
IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

The Grantors:

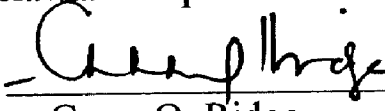
WD-40 COMPANY,
a Delaware corporation .

By: 
Garry O. Ridge
President

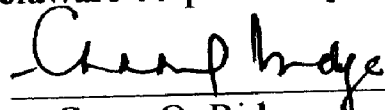
WD-40 MANUFACTURING
COMPANY,
a California corporation.

By: 
Garry O. Ridge
President

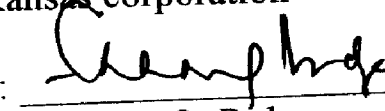
HPD HOLDINGS CORP.,
a Delaware corporation .

By: 
Garry O. Ridge
President

HPD LABORATORIES, INC.,
a Delaware corporation .


By: 
Garry O. Ridge
President

HEARTLAND CORPORATION,
a Kansas corporation

By: 
Garry O. Ridge
President

The Collateral Agent:

UNION BANK OF CALIFORNIA,
N.A., as Collateral Agent

By: 
Douglas S. Lambell
Vice President

SCHEDULE 1
Existing and Pending Trademarks

Trademarks Owned by Heartland Corporation

	<u>Mark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration/Renewal Date</u>
1.	Spot Shot	3	822,118	6/2/92 / 2/26/02
2.	Spot Shot	3	1,689,756	1/10/67 / 4/28/1987