

07-03-2002



102143200

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

# TRADEMARKS ONLY

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): B.A. BALLOU & CO. INCORPORATED **6-27-02**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State RHODE ISLAND  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: FLEET PRECIOUS METALS INC.  
 Internal Address: RI DE 03305C  
 Street Address: 111 WESTMINSTER STREET  
 City: PROVIDENCE State: RI Zip: 02903

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State RHODE ISLAND  
 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 conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 05/31/2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 78/117252, 76/276789  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2160453, 1684392, 0317247, 0785185, 1312261  
 \_\_\_\_\_  
 \_\_\_\_\_

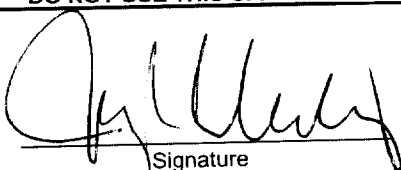
5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: JOSEPH R. MILLER, ESQ.  
 Internal Address: MILLER & CAINE, L.L.P.  
SUITE 305  
 \_\_\_\_\_  
 Street Address: 40 WESTMINSTER STREET  
 \_\_\_\_\_  
 City: PROVIDENCE State: RI Zip: 02903

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: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
JOSEPH R. MILLER, ESQ.  06/26/2002  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 7

07/02/2002 DATE 00000251 78117252  
01 FC:481  
02 FC:482

40.00 Up  
150.00 00

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

**FIRST AMENDMENT TO**  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made as of the 31<sup>st</sup> day of May, 2002, by and between **B.A. BALLOU & CO. INCORPORATED**, a Rhode Island corporation with its principal place of business at 800 Waterman Avenue, East Providence, Rhode Island 02914-1719 ("Borrower"); and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation with a principal place of business at 111 Westminster Street, Providence, Rhode Island 02903-2305 ("Lender").

**W I T N E S S E T H:**

WHEREAS, Lender and Borrower are parties to a certain Amended and Restated Trademark Security Agreement and Correction of Misidentified Trademark dated as of October 4, 2000 (the "Amended and Restated Trademark Security Agreement") (which Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of September 2, 1998 executed by Borrower in favor of Fleet Capital Corporation ("FCC"), and recorded March 5, 1999 with the U.S. Patent and Trademark Office at Reel 1876, Frame 0103, as assigned to Lender by FCC pursuant to that certain Assignment of Trademark Security Agreement dated October 4, 2000 and recorded October 19, 2000 with the U.S. Patent and Trademark Office at Reel 00216, Frame 0966), pursuant to which Borrower granted to Lender an interest in and to those certain trademarks identified on Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Borrower, Gardener Specialty Metals, LLC ("Gardener") and Lender are parties: (a) to a certain Loan, Precious Metals Sales and Consignment Agreement (the "Loan Agreement") dated as of the date hereof (which Loan Agreement amends and restates that certain Loan and Precious Metals Sales Agreement by and between Borrower and Lender dated as of October 4, 2000, as amended, and that certain Loan and Consignment Agreement by and between Gardener and Lender dated as of April 16, 1998, as amended), pursuant to which Lender has extended to Borrower and Gardener a precious metals sales and consignment facility, a revolving line of credit evidenced by a certain Amended and Restated Revolving Credit Note dated of even date herewith by and among Borrower, Gardener and Lender (the "Line of Credit Note"), and pursuant to which Lender has extended to Borrower a term loan evidenced by a certain Amended and Restated Term Note dated of even date herewith by and between Borrower and Lender (the "Term Note" and, together with the Line of Credit Note, the "Notes"); and (b) to a certain Amended and Restated Forward Contracts Letter Agreement (the "Forward Contracts Agreement") dated the date hereof (which Forward Contracts Agreement amends and restates that certain Forward Contracts Letter Agreement dated June 27, 2000, as amended, by and between Gardener and Lender); all as the same may be amended from time to time. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Loan Agreement.

WHEREAS, the parties desire to amend the Trademark Security Agreement to reflect the foregoing changes and to provide for the grant by Borrower to Lender of a security interest in certain additional Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend the Trademark Security Agreement as follows:

1. The "BACKGROUND" paragraph on Page 1 of the Trademark Security Agreement is amended hereby in its entirety to read as follows:

BACKGROUND. Borrower, Lender and Gardener Specialty Metals, LLC ("Gardener") have entered into: (a) a certain Loan, Precious Metals Sales and Consignment Agreement dated as of May 31, 2002 (the "Loan Agreement") (which Loan Agreement amends and restates as one agreement that certain Loan and Precious Metals Sales Agreement dated as of October 4, 2000 by and between Borrower and Lender and that certain Loan and Consignment Agreement dated as of May 13, 1999 by and between Gardener and Lender), pursuant to which Lender has extended to Borrower and Gardener a precious metals sales facility, a consignment facility and a revolving line of credit evidenced by a certain Amended and Restated Revolving Credit Note dated May 31, 2002 (the "Line of Credit Note"), and pursuant to which Lender has extended to Borrower a term loan evidenced by a certain Amended and Restated Term Note dated May 31, 2002 (the "Term Note" and, together with the Line of Credit Note, the "Notes"); and (b) a certain Amended and Restated Forward Contracts Letter Agreement (the "Forward Contracts Agreement") dated May 31, 2002 (which Forward Contracts Agreement amends and restates in its entirety that certain Forward Contracts Letter Agreement dated June 27, 2000, as amended, by and between Gardener and Lender); all as the same may be amended from time to time. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as the Loan Agreement.

3. Exhibit A to the Trademark Security Agreement is amended hereby in its entirety as provided on Amended Exhibit A attached hereto and made a part hereof. Borrower hereby assigns, pledges and grants to Lender a continuing security interest in and to Borrower's right, title and interest in and to the six additional trademarks listed on Amended Exhibit A not listed on the original Exhibit A to the same extent as the trademarks listed on the original Exhibit A and subject to all of the provisions, terms and conditions of the Amended and Restated Trademark Security Agreement, as amended hereby.

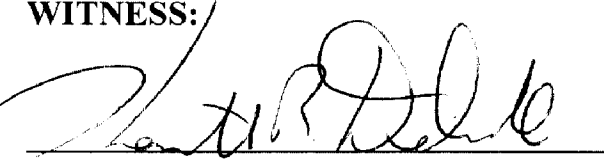
4. This Amendment shall be binding upon the parties and their respective successors and assigns.

5. Except as specifically amended hereby, the Amended and Restated Trademark Security Agreement shall remain in full force and effect.

6. This Amendment 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 together constitute one and the same instrument.

WITNESS the execution hereof under seal as of the day and year first above written.

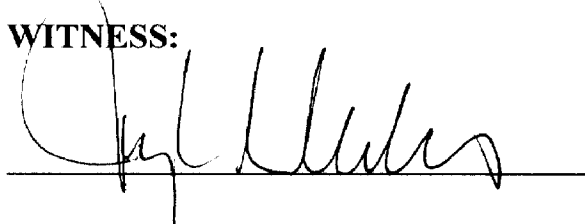
WITNESS:

  
\_\_\_\_\_

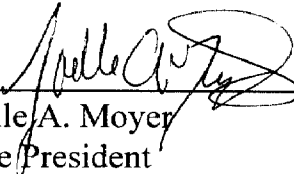
**B.A. BALLOU & CO. INCORPORATED**

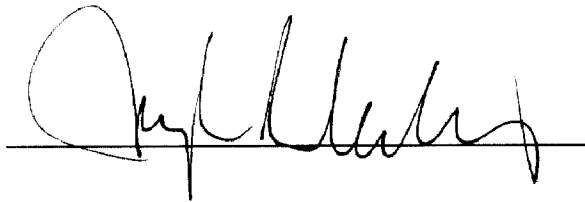
By:   
\_\_\_\_\_   
Curtis A. Ley  
President

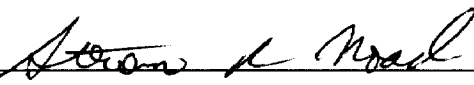
WITNESS:

  
\_\_\_\_\_

**FLEET PRECIOUS METALS INC.**

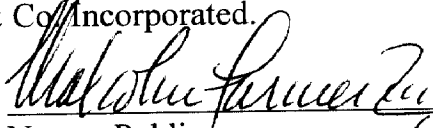
By:   
\_\_\_\_\_   
Joelle A. Moyer  
Vice President

  
\_\_\_\_\_

By:   
\_\_\_\_\_   
Name: STEVEN H. NOLAN  
Title: VICE PRESIDENT

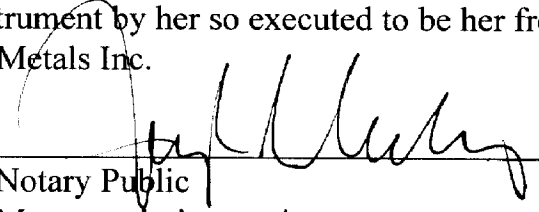
STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 4th day of June, 2002, before me personally appeared Curtis A. Ley, President of B.A. Ballou & Co. Incorporated, known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of B.A. Ballou & Co. Incorporated.

  
\_\_\_\_\_   
Notary Public  
My commission expires: 6/25/05

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

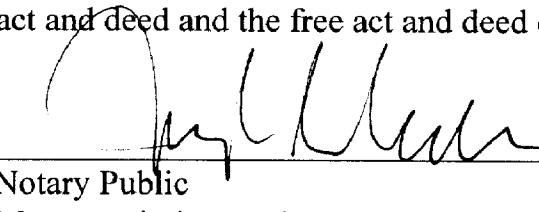
In Providence on the 5th day of June, 2002, before me personally appeared Joelle A. Moyer, Vice President of Fleet Precious Metals Inc., known by me to be the party executing the foregoing instrument and she acknowledged said instrument by her so executed to be her free act and deed and the free act and deed of Fleet Precious Metals Inc.

  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

JOSEPH R. MILLER  
Notary Public  
My Commission Expires: June 30, 2005

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 5th day of June, 2003, before me personally appeared Steven L. Nozik, VP of Fleet Precious Metals Inc., known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed and the free act and deed of Fleet Precious Metals Inc.

  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

JOSEPH R. MILLER  
Notary Public  
My Commission Expires: June 30, 2005

**EXHIBIT A**  
**TRADEMARKS**

<u>Trademark</u>	<u>Owner</u>	<u>Registration Trademark Office</u>	<u>Registration Number</u>
"EZ Squeeze"	Borrower in all cases	U.S. Patent & Trademark Office	2160453
"Small Wonders"		U.S. Patent & Trademark Office	1684392
"B.A.B."		Canada Patent & Trademark Office	UCA15454
"B.A.B."		U.S. Patent & Trademark Office	0317247
"Pyramid Design"		U.S. Patent & Trademark Office	0785185
"Ballou"		Great Britain	1,265,872
"Wagon Wheel"		U.S. Patent & Trademark Office	1312261
"Wagon Wheel"		Canada Patent & Trademark Office	322,189

**AMENDED EXHIBIT A**  
**TRADEMARKS**

<u>Trademark</u>	<u>Owner</u>	<u>Registration Trademark Office</u>	<u>Registration Number</u>
"EZ Squeeze"	Borrower in all cases	U.S. Patent & Trademark Office	2160453
"Small Wonders"		U.S. Patent & Trademark Office	1684392
"B.A.B."		Canada Patent & Trademark Office	UCA15454
"B.A.B."		U.S. Patent & Trademark Office	0317247
"Pyramid Design"		U.S. Patent & Trademark Office	0785185
"Ballou"		Great Britain	1,265,872
"Wagon Wheel"		U.S. Patent & Trademark Office	1312261
"Wagon Wheel"		Canada Patent & Trademark Office	322,189
Guardian II		U.S. Patent & Trademark Office	78/117252 (applied for)
Guardian		U.S. Patent & Trademark Office	76/276789 (applied for)
Star B		Canada Patent & Trademark Office	26089
Pyramid Design		Canada Patent & Trademark Office	188,978
Pyramid Design		Great Britain	1,268,497
Wagon Wheel		Great Britain	1,268,554

H:\FLEETPM\BALLOU\TMSECAGMTAMI.DOC