

07-25-2002

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



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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): Keystone Consolidated Industries, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: Congress Financial Corporation (Central) Internal Address: Suite 2200 Street Address: 150 S. Wacker Drive City: Chicago State: IL Zip: 60606 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Illinois [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: 12/29/95

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached list of registration numbers. Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Linda R. Kastner Internal Address: c/o Latham & Watkins Sears Tower, Suite 5800 Street Address: 233 S. Wacker Drive City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 45 7. Total fee (37 CFR 3.41) \$ 1140.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Linda R. Kastner Name of Person Signing Signature Date 7/24/02

07/25/2002 DBYRNE 00000224 618081

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK REEL: 002550 FRAME: 0798

07-25-02

TRADEMARKS

<u>TRADEMARKS</u>	<u>REGISTRATION #</u>	<u>ISSUED DATE</u>
Apache	618081	December 27, 1975
Ben Hur	618802	December 27, 1955
Blue Ribbon	76791	February 15, 1910
Defender	122493	August 20, 1978
Fence With Red Top Portion	141481	April 26, 1921
Galvannealed	176327	November 20, 1983
Galvannealed	176329	November 20, 1983
Galvannealed	15434749	December 29, 1923
Hi Bond	407707	June 20, 1984
Hi Bond	1327996	April 2, 1985
Hi Bond VCC	1332847	April 30, 1985
K Symbol	903358	December 1, 1970
K Symbol	951688	January 30, 1973
Key lite	1113152	February 13, 1979
Keydeck	717732	July 4, 1981
Keyline	617363	December 13, 1975
Keymesh	523557	April 4, 1950
Keymesh	928544	February 8, 1972
Keystone	62025	April 16, 1907
Keystone Fasteners Logo	1900324	June 20, 1995
Keytwist	1877407	February 7, 1995
Keywall	717734	July 4, 1981
Keyweld	569489	January 20, 1953
King Ranch	1321770	February 26, 1985
Mesh Design	815695	September 27, 1986
Monarch	62313	April 30, 1907
Most Respected Name	1197052	January 1, 1982
Red Brand	1285810	July 17, 1984
Red Brand	1938788	November 28, 1995
Red Brand Wire Fence	555298	February 26, 1952
Red Colored Barb	622004	February 28, 1976
Red Line Around Spooled Barbed Wire	182257	April 8, 1984
Red Strand in Body of Wire	184947	June 3, 1984
Red Top Fence Post	125561	May 27, 1979
Ruthless	122496	August 20, 1978
Savage	1080778	January 3, 1978
Square Deal	58221	December 11, 1986
Square Deal	86714	May 28, 1972
Square Deal	1756424	March 9, 1993
Square Deal	1270562	March 20, 1984
Tex Bale		
The Most Respected Name in Farm Fence	1197052	June 1, 1982
The Most Respected Name in Farm Fence	1410118	September 23, 1986 pending
Truedrive		
Twisted Wire Fence Stays With Red Top	297991	October 11, 1932
White Line Around Spooled Barbed Wire	182258	April 8, 1984
Wrangler	1080777	January 3, 1978

RPE4189

AMENDMENT TO COLLATERAL PATENT
AND TRADEMARK ASSIGNMENT

This AMENDMENT TO COLLATERAL PATENT AND TRADEMARK ASSIGNMENT (the "Amendment"), dated as of December 29, 1995, is by and between Keystone Consolidated Industries, Inc., ("Assignor") and Congress Financial Corporation (Central) ("Assignee"):

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Collateral Patent and Trademark Assignment, dated as of December 19, 1986 and which was recorded on March 16, 1987 at Reel 4716, Frame 0057 and at Reel 0576, Frame 591 (Trademark) with the United States Patent and Trademark Office (the "Agreement");

WHEREAS, Assignor and Assignee are parties to that certain Accounts Receivable Financing Agreement (Security Agreement) and Rider No. 1 to Accounts Receivable Financing Agreement (Security Agreement) dated as of December 19, 1986 (as amended, the "Original Loan Agreement");

WHEREAS, Assignor and Assignee are parties to the Term Loan Agreement (as defined below);

WHEREAS, Assignor and Assignee entered into the Revolving Loan Agreement (as defined below) in order to amend, restate and clarify the terms of, among other things, the Original Loan Agreement.

Agreement

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

1. Amendment to Recital in the Agreement.

1.1 The recital is hereby amended by deleting the language "Accounts Receivable Financing Agreement (Security Agreement) of even date herewith, as supplemented and amended by that certain Rider No. 1" in lines two and three thereof and replacing it with the language "Amended and Restated Revolving Loan and Security Agreement, of even date herewith, (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Revolving Loan Agreement")".

2. Amendment to Section 2.

2.1 Section 2 is amended by inserting the language "Term Loan and Security Agreement, dated as of December 19, 1986 (as the same has been and may be amended from time to time, the "Term Loan Agreement")" immediately following the word "Agreement" in the third line thereof.

3. New Patents and Trademarks. Assignor represents that the Patents and Trademarks listed on Schedules A and B, respectively, continue to accurately reflect all patents, trademarks, service marks, registrations and applications now owned by Assignor, and, since December 19, 1986, there have been no amendments to Schedules A and B.

4. Miscellaneous.

3.1 Effectiveness. This Amendment shall become effective as of the date hereof. Except as amended hereby, the Agreement shall remain in full force and effect. This Amendment shall not constitute a waiver of any rights or remedies by any party hereto.

3.2 Choice of Law. This Amendment shall be construed, interpreted and the rights of the parties determined in accordance with the internal laws of the State of Illinois, without regard to the conflict of law principles thereof, except with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Amendment, and as to those matters the law of the jurisdiction under which the respective entity derives its powers shall govern.

3.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.4 Invalidity. In the event that any one or more of the provisions contained in this Amendment or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Amendment or any other such instrument.

3.5 Headings. The headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, or have caused this Amendment to be duly executed on their respective behalf by their respective officers thereunto duly authorized, as of the day and year first above written.

KEYSTONE CONSOLIDATED INDUSTRIES, INC.

By: Harold M. Caroy
Name: HAROLD M. CAROY
Title: VP-Finance

ATTEST:

By: [Signature]
Name: RAIPH P. END
Title: VP & General Counsel

(AFFIX CORPORATE SEAL)

STATE OF Texas)
) SS
COUNTY OF _____)

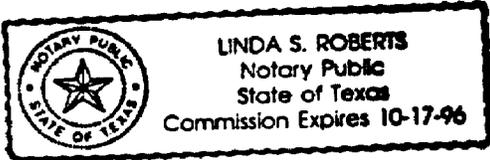
The foregoing Amendment to Collateral Patent and Trademark Assignment was executed and acknowledged before me this 27th day of December, 1995, by Harold M. Curdy and Ralph P. End personally known to me to be the VP Finance and VP & General Counsel respectively, of Keystone Consolidated Industries, Inc., a Delaware corporation, on behalf of such corporation.

(SEAL)

Linda S. Roberts
Notary Public

LINDA S. Roberts

My Commission expires:
10-17-96



ACCEPTANCE

The undersigned, Congress Financial Corporation
(Central) accepts the foregoing Amendment.

CONGRESS FINANCIAL CORPORATION
(CENTRAL)

By: George Kalesnik
Name: GEORGE KALESNIK
Title: SERVICE PRES.

SCHEDULE A

Patents

		<u>Patent #</u>
Reysen	Carrying Device for Coiled Wire	4,741,492

Keystone CONSOLIDATED INDUSTRIES, INC. TRADEMARKS

TRADEMARKS

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