

08-06-2002



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

102179858

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

8.6.0

1. Name of conveying party(ies):
Crawford Industries, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company (Indiana)

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 South LaSalle Street
City: Chicago State: IL Zip: 60603

Individual(s) citizenship
 Association National Banking Association
 General Partnership
 Limited Partnership
 Corporation-State
 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: July 26, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/672,748

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE B

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tammy S. Settle
Internal Address:
Vedder, Price, Kaufman & Kammholz
Street Address: 222 N. LaSalle St., 24th Floor
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00
 Enclosed
 Authorized to be charged to deposit account
(Charge any deficiencies or credit any overpayment to the acct)

8. Deposit account number:
22-0259
(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.
Tammy S. Settle
Name of Person Signing Signature Date
Aug 5 2002

Total number of pages including cover sheet, attachments, and document: 6

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

08/06/2002 TBIAZI 00000104 75672748
01 FC:481 40.00 OP
02 FC:482 250.00 OP

TRADEMARK
REEL: 002556 FRAME: 0347

EXHIBIT B

TRADEMARKS

<u>U.S. Reg. #</u>	<u>Trademark</u>	<u>Issue Date</u>
2,103,237	COLLUSION and Design	10/07/97
1,604,566	CRAWFORD	07/03/90
2,153,748	DIAMOND LOCK	04/28/98
2,153,753	DIAMOND LOCK and Design	04/28/98
1,789,352	DURASILK	08/24/93
1,625,949	MAZE DESIGN	12/04/90
2,084,591	TAGS 4 U	07/29/97
1,116,864	PB Design	04/24/1999
1,182,030	Polyblend	12/15/2001
1,116,865	Polyblend and Design	04/24/1999

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Mark</u>	<u>Filing Date</u>
75672748	PERP PLUS	04/01/1999

AMENDMENT TO PATENT, TRADEMARK AND LICENSE MORTGAGE

This AMENDMENT TO PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Amendment") is dated as of July 31, 2002, made by CRAWFORD INDUSTRIES, LLC, an Indiana limited liability company ("Borrower"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, f/k/a LaSalle National Bank, having an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Bank").

W I T N E S S E T H:

WHEREAS, Borrower and the Bank have previously entered into that certain Loan and Security Agreement dated April 30, 1999, as amended (as further amended, modified or supplemented from time to time, the "Loan Agreement"), pursuant to which Bank has made loans, advances and other financial accommodations (collectively, the "Loans") to Borrower;

WHEREAS, Bank required as a condition, among other things, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of Borrower's obligations and liabilities under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrower to Bank in connection with the Loan Agreement, that Borrower execute and deliver that certain Patent, Trademark and License Security Agreement dated as of April 30, 1999 to Bank (the "Agreement");

WHEREAS, Borrower has entered into that certain Asset Purchase Agreement dated as of July 31, 2002 with ACCO Brands, Inc. (the "Seller") pursuant to which Borrower has purchased certain assets from Seller, including, but not limited to, certain trademarks (collectively, the "Purchased Trademarks"); and

WHEREAS, Borrower and Bank desire to amend the Agreement to account for the acquisition of the Purchased Trademarks.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Agreement. The Agreement is hereby amended as follows:

(a) The first WHEREAS clause is hereby amended and restated to read as follows:

“WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement dated as of April 30, 1999, as amended by that certain Amendment to Loan and Security Agreement dated as of April 30, 2000, that certain Second Amendment to Loan and Security Agreement dated as of June 30, 2000, that certain Third Amendment to Loan and Security Agreement dated as of June 30, 2001, that certain Fourth Amendment to Loan and Security Agreement dated as of June 28, 2002 and that certain Fifth Amendment to Loan and Security Agreement dated as of July 31, 2002 (as further amended, modified, or restated from time to time, the “**Loan Agreement**”) and certain other related loan documents (collectively, with the Loan Agreement, the “**Loan Agreements**”), which Loan Agreements provide (i) for Mortgagee, from time to time, to extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor’s assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses.”

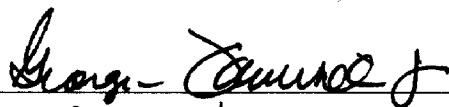
(b) Exhibit B to the Agreement is hereby amended and restated with the new Exhibit B attached hereto and made a part hereof which adds the Purchased Trademarks to the Agreement.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to Amendment to Patent, Trademark and License Mortgage)

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment to Patent, Trademark and License Mortgage on the day and year first above written.

CRAWFORD INDUSTRIES, LLC

By: 
Its: CHAIRMAN

STATE OF Illinois)
COUNTY OF Cook) SS

The foregoing Amendment to Patent, Trademark and License Mortgage was executed and acknowledged before me this 31st day of July, 2002, by GEORGE FAULSTICH, personally known to me to be the Chairman of CRAWFORD INDUSTRIES, LLC, an Indiana limited liability company.

(SEAL)

My commission expires: 7/24/05

Phyllis C. Seitz
Notary Public

