

10-30-2002



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

Sampco, Inc.

10-23-02

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, 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: 9/26/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2426866

2521769

Additional number(s) attached Yes No

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

Name: Sharon Patterson

Internal Address: Goldberg Kohn, et al

Street Address: 55 E. Monroe St., Ste. 3700

City: Chicago State: IL Zip: 60603

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:

OFFICE OF PATENT RECORDS FINANCE SECTION 10/23 PM 2 23

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9. Signature.

Sharon S. Patterson

Name of Person Signing

Sharon S. Patterson

Signature

10/23/02

Date

Total number of pages including cover sheet, attachments, and document: 4

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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

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01 FC:8521 02 FC:8522

TRADEMARK REEL: 2607 FRAME: 0524

**AMENDMENT NO.1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain TRADEMARK SECURITY AGREEMENT dated as of December 28, 1999 (the "Security Agreement") made by Sampco, Inc., an Illinois corporation (the "Grantor") in favor of General Electric Capital Corporation, a New York corporation ("Lender"), is made as of September 26, 2002.

WHEREAS, Grantor and Lender are parties to that certain Loan and Security Agreement dated as of December 28, 1999, as it has been and may be further amended from time to time, pursuant to which Lender has agreed to extend loans and certain other financial accommodations to Grantor has granted to Lender a security interest in substantially all of Grantor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses (collectively, "Intellectual Property");

WHEREAS, the Security Agreement was duly recorded in the United States Patent and Trademark Office on January 6, 2000;

WHEREAS, since the date of Grantor's execution of the Security Agreement, Grantor has acquired interests in certain specific applications for Intellectual Property (the "New Intellectual Property"); and

WHEREAS, Grantor is obligated to amend the Security Agreement to confirm the inclusion of such New Intellectual Property;

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

1. Schedule. Schedule I as referred to in the Security Agreement shall be deemed to refer to Schedule I, as amended by the addition of the trademarks listed on Amendment No. 1 to Schedule I attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

SAMPCO, INC.

By Richard Smoly
Name: Richard Smoly
Title: President

Agreed and Accepted this 26th day of
September, 2002

GENERAL ELECTRIC CAPITAL
CORPORATION

By Paul M. Feehan
Name: Paul M. Feehan
Title: Duly Authorized Signatory

AMENDMENT NO. 1 TO SCHEDULE 1

Registration Number	Mark
2,426,866	Sampco
2,521,769	Clasico