04-07-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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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): 4-2-03
Duke Manufacturing Co.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address: 12th Floor
Street Address: 800 Market Street
City: St. Louis State: MO Zip: 63101

- [ ] Individual(s) citizenship
- [x] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] 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? [x] Yes [ ] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 12/30/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/687,170
75/687,168; 75/687,167; 75/835,817
B. Trademark Registration No.(s) 1,845,536
1,480,717; 1,457,318; 1,439,983
Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Daniel A. Crowe
Internal Address: Bryan Cave LLP
Street Address: 211 N. Broadway, Suite 3600
One Metropolitan Square
City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41).....$ 640.00
- [ ] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:
02-4467

DO NOT USE THIS SPACE

9. Signature.

04/04/2003 GTON11 00000156 024467 75687170
01 FC:851 40.00 CH
02 FC:852 600.00 CH

Daniel A. Crowe — Name of Person Signing
Signature
March 28, 2003 — Date

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

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

OFFICE OF PUBLIC RECORDS
FINANCE SECTION

SCHEDULE A

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
SUPER SERVE	1,845,536	7/19/94
AEROTOT (stylized)	1,480,717	3/15/88
OUR REPUTATION IS STAINLESS	1,457,318	9/15/87
HERITAGE FROM DUKE (stylized)	1,439,983	5/19/87
ECONO MATE (stylized)	1,347,909	7/9/85
SNO-KOTE	1,236,179	5/3/83
AEROHOT	681,089	6/30/59
DUKE	534,532	12/12/50
THURMADUKE	531,128	9/26/50
THURMADUKE (stylized)	369,025	7/11/39
DUKE (stylized)	275,715	9/30/30
DUKE (stylized)	274,575	9/2/30
FIESTA	737,091	9/4/62
BASTIAN-BLESSING	749,127	5/7/63
FLOMATIC	788,933	5/4/65
CIRCUL-AIR	820,300	12/13/66
ARES	1,231,778	3/22/83
SEFLEX	1,933,112	11/7/95
SOUTHERN ENGINEERING	1,999,220	9/10/96

PNEUTRAX	1,946,900	1/9/96
SOUTHERN	2,024,895	12/24/96

U.S. Trademark Applications

Mark	Serial No.	Filing Date
DUKE YOUR SOLUTIONS PARTNER (stylized)	75/687,170	4/20/99
DUKE YOUR SOLUTIONS PARTNER (stylized)	75/687,168	4/20/99
DUKE YOUR SOLUTIONS PARTNER (stylized)	75/687,167	4/20/99
NEXT GENERATION and Design	75/835,817	10/28/99

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, DUKE MANUFACTURING CO., a Missouri corporation (the "Grantor"), having its principal offices at 2305 N. Broadway, St. Louis, Missouri, 63102, is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under the trademarks, service marks, trademark and service registrations, applications to register trademarks and service marks, and common law rights therein, set forth on Schedule A attached hereto (the "Marks");

WHEREAS, BANK OF AMERICA, N.A., a national banking association, having an office at 800 Market Street, 12th Floor, St. Louis, Missouri, 63101 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Marks; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the Marks;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Second Amended and Restated Loan and Security Agreement, dated as of December 30, 2002, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith; (ii) all cash and non-cash proceeds and products of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This Grant of Security Interest in Trademarks is made to secure the satisfactory performance and payment of all the Secured Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest in Trademarks has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Trademarks are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the 30th day of December, 2002.

BORROWER / GRANTOR:

DUKE MANUFACTURING CO.
a Missouri corporation

By: J. Hake

Name: JJ HAKE

Title: PRES

LENDER / GRANTEE:

BANK OF AMERICA, N.A.
a national banking association

By: Scott Hartwig

Name: Scott Hartwig

Title: Senior Vice President

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