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

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):

Mapes & Sprowl Steel, Ltd.

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

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal

Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Banking Corporation-State Illinois, 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 Trademark Collateral Agreement

Execution Date: April 4, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,808,790 2,619,071 1,909,713 2,660,892

Additional number(s) attached Yes No

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

Name:

Inte

Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005

Stre

City: State: Zip:

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jane P. Miles Name of Person Signing

Jane P. Miles Signature

April 7, 2003 Date

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

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

04/11/2003 6TON11 00000017 1808790

01 FC:8521 40.00 OP 02 FC:8522 75.00 OP

TRADEMARK COLLATERAL AGREEMENT

This 4th day of April, 2003, Mapes & Sprowl Steel, Ltd., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1100 East Devon Avenue, Elk Grove Village, Illinois 60007, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

This Trademark Collateral Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MAPES & SPROWL STEEL, LTD.

By

Its

[Handwritten Signature]
President

HARRIS TRUST AND SAVINGS BANK

By

Its



Janet Bott
4-2-2003

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MAPES & SPROWL STEEL, LTD.

By _____
Its _____

HARRIS TRUST AND SAVINGS BANK

By James B. Bueck
Its _____

STATE OF ILLINOIS

)
) SS

COUNTY OF COOK

)

I, JANET BOTT, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Bucaro, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of April, 2003.

(NOTARIAL SEAL)



Janet Bott
Notary Public

My Commission Expires:

JANET BOTT
(Type or Print Name)

8-12-2006

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Monica Martella, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Bucaro, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of April, 2003.

(NOTARIAL SEAL)



Monica Martella
Notary Public

My Commission Expires:

(Type or Print Name)

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Q-Namel	1,808,790	December 7, 1993
ALL-VIT	2,619,071	September 10, 2002
GREAT-NAMEL	1,909,713	August 8, 1995
TRI-VIT	2,660,892	December 10, 2002

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	None	

COMMON LAW MARKS AND TRADE NAMES

None

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None