

06-20-2003

Form PTO-1594

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Tab settings ⇨⇨⇨

6-6-03

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102479368

DEPARTMENT OF COMMERCE
J.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):

INTERNATIONAL FILING COMPANY LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other LIMITED LIABILITY COMPANY
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other AMENDMENT TO INTELLECTUAL PROPERTY
- Merger
- Change of Name

Execution Date: 4/30/03

2. Name and address of receiving party(ies)

Name: AMSOUTH BANK C/O AMSOUTH CAPITAL CORP

Internal Address: 20TH FLOOR

Street Address: 350 PARK AVENUE

City: NEW YORK State: NY Zip: 10022

- Individual(s) citizenship
- Association BANKING
- 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

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

A. Trademark Application No.(s)
SEE ATTACHED

B. Trademark Registration No.(s)
SEE ATTACHED

Additional number(s) attached Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41)..... 2650.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

TRADEMARK FEE RECEIVED
2003 JUN -6 2:59
US PATENT & TRADEMARK OFFICE

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.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple

Signature

6/3/03

Date

Total number of pages including cover sheet, attachments, and document: 10

06/19/2003 ECOOPER 00000160 1500484

01 FC:8521
02 FC:8522

40.00 OP
225.00 OP

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

TRADEMARK
REEL: 002759 FRAME: 0990

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark/Service Mark Registrations and Applications

U.S. Trademark/Service Mark Registrations

Trademark	Date of Filing	Date of Registration	Registration Number
Carrypac	12/4/87	8/16/88	1,500,484
Kyrex	8/17/76	5/10/77	1,065,283
Redweld	6/21/67	6/18/68	851,053
Topside Tab	8/18/76	5/10/77	1,065,285
Ultracac	12/4/87	8/16/88	1,500,485
Tuftabs	12/4/87	7/12/88	1,495,791
Barkley	10/29/6 2	10/15/63	758,450
IBCCO	4/29/02	Pending	76/402,337 (Application Number)
International Filing Company	6/7/02	Pending	78/134,161 (Application Number)
IFC	6/7/02	Pending	78/134,163 (Application Number)

AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

First Amendment (this "Amendment") entered into as of April ^{30th}, 2003 between INTERNATIONAL FILING COMPANY, LLC (the "Grantor") and AMSOUTH BANK, as Agent (the "Agent").

WHEREAS, The Grantor, the Agent, the Guarantors, AmSouth Capital Corp., as Administrative Agent and the Lenders party thereto have entered into a Loan and Security Agreement, dated as of August 8, 2002 (as amended, restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the Grantor and the Agent (for the ratable benefit of the Lenders party to the Loan Agreement) are parties to an Intellectual Property Security Agreement dated as of August 8, 2002 (the "Security Agreement"); and

WHEREAS, the registration numbers of certain trademarks listed on Schedule II of the Security Agreement were missing at the time of execution of the Security Agreement and the Grantor and the Agent have agreed to amend Schedule II of the Security Agreement to include such registration numbers.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. All capitalized terms used herein, unless otherwise defined herein, have the same meanings provided therefor in the Security Agreement.
2. Schedule II of the Security Agreement shall be replaced in its entirety with Schedule II to this Amendment and shall read in its entirety as set forth on Schedule II to this Amendment.
3. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to or a waiver of any other term or condition of the Security Agreement or any of the documents referred to therein or (b) prejudice any right or rights which the Agent (for the ratable benefit of the Lenders party to the Loan Agreement) may now have or may have in the future under or in connection with the Security Agreement or any documents referred to therein. Whenever the Security Agreement is referred to in the Security Agreement or any of the instruments, agreements or other documents or papers executed and delivered in connection therewith, it shall be deemed to mean the Security Agreement as modified by this Amendment.
4. This Amendment shall be effective as of the date first above written; *provided that* this Amendment shall not be effective unless and until the Agent shall have received counterparts of this Amendment duly signed by the Grantor.

5. This Amendment may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

INTERNATIONAL FILING COMPANY, LLC

By: *Kenneth L. Walters, Jr.*
Name: Kenneth L. Walters, Jr.
Title: Secretary

AMSOUTH BANK

By: *Kevin R. Roberts*
Name: *Kevin R. Roberts*
Title: *Attorney In-fact*