

07-11-2003



Form PTO-1594 (Rev. 03/01) 6-30-03 RE
OMB No. 0651-0027 (exp. 5/31/2002)

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

102494253

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):
HECKETHRON MANUFACTURING COMPANY, INC

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

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

2. Name and address of receiving party(ies)
Name: AMSOUTH BANK
Internal Address: C/O AMSOUTH CAPITAL CORP
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other MODIFIATION AGREEMENT TO COLLAPEF

Execution Date: 6-12-02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
588,834, 1,199,482, 1,032,779

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

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

7. Total fee (37 CFR 3.41).....\$ 90.00
 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.

TONYA CHAPPLE *Tonya Chapple* 6/24/03
Name of Person Signing Signature Date

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

07/10/2003 LMUELLER 00000133 588834

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

01 FC:0521 40.00 DP
02 FC:0522 50.00 DP

TRADEMARK
REEL: 002775 FRAME: 0665

MODIFICATION AGREEMENT
TO
COLLATERAL PATENT, COPYRIGHT AND LICENSE ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT

This Modification Agreement (this "Modification Agreement") to Collateral Patent, Copyright And License Assignment And Trademark Security Agreement is made as of the 12th day of June, 2003 by Heckethorn Manufacturing Company, Inc., a Delaware corporation (the "Assignor"), and AmSouth Bank, in its capacity as Agent (in such capacity, herein, together with its successors and assigns, the "Assignee").

WHEREAS, LaSalle Bank National Association ("LaSalle"), was the original agent under that certain Secured Credit Agreement dated as of June 9, 2000 among the Assignor, LaSalle, as Agent and the Lenders and other parties thereto (as heretofore amended, the "Original Credit Agreement");

WHEREAS, Assignor executed a Collateral Patent, Copyright And License Assignment And Trademark Security Agreement dated as of June 9, 2000 in favor of LaSalle, in its capacity as Agent (the "IP Security Agreement");

WHEREAS, pursuant to the Original Credit Agreement, LaSalle was also appointed agent for and under the Notes and the Collateral Documents (as defined in the Original Credit Agreement), including without limitation the IP Security Agreement;

WHEREAS, effective on the date hereof LaSalle resigned as Agent under the Original Credit Agreement and the Notes and the Collateral Documents and AmSouth Bank replaced and became successor to LaSalle as Agent under the Original Credit Agreement and the Notes and the Collateral Documents;

WHEREAS, the Borrower, AmSouth Bank, as sole Lender and as agent for the Lenders and AmSouth Capital Corp., as documentation agent for the Lenders have entered into an Amended and Restated Secured Credit Agreement dated as of the date hereof (the "Credit Agreement"), which Credit Agreement amended and restated the Original Credit Agreement in its entirety;

WHEREAS, the Assignor and the Assignee have agreed that the IP Security Agreement be modified in the manner hereinafter set forth; and

NOW THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree to modify the terms and conditions of the IP Security Agreement as follows:

1. The IP Security Agreement is hereby amended as follows:

(a) The initial paragraph of the IP Security Agreement is amended by (i) replacing the reference to "LaSalle Bank National Association" with a reference to "AmSouth Bank" and (ii) by replacing the address "135 South LaSalle Street, Chicago, IL 60603" with the address "c/o AmSouth Capital Corp., 350 Park Avenue, New York, New York 10022".

(b) Any and all references in the IP Security Agreement to the "Credit Agreement" shall hereafter mean and be deemed to be references to that certain Amended and Restated Secured Credit Agreement, dated as of June 12, 2003 (as amended, modified, supplemented and/or restated from time to time), by and among the Borrower, the Lenders party thereto, AmSouth Bank, as Agent for the Lenders and AmSouth Capital Corp., as Documentation Agent for the Lenders.

(c) All references in the Security Agreement to "LaSalle Bank National Association" shall hereafter mean and be deemed to be references to "AmSouth Bank".

(d) Any and all references in the IP Security Agreement to the city "Chicago" shall hereafter mean and be deemed to be references to the city "New York".

(e) Any and all references in the IP Security Agreement to the state "Illinois" shall hereafter mean and be deemed to be references to the state "New York".

(f) Any and all references in the IP Security Agreement to the term "Assignee" shall hereafter mean and be deemed to be references to AmSouth Bank.

(g) Any and all references in the IP Security Agreement to the term "Agent" (under the Credit Agreement) shall hereafter mean and be deemed to be references to "AmSouth Bank".

(h) Any and all notices to be sent to the Assignee under the IP Security Agreement shall be sent to the Assignee at the following address:

AmSouth Bank
c/o AmSouth Capital Corp.
350 Park Avenue
New York, New York 10022
Attention: Steve Mangiante
Telecopy: (212) 935-7458

2. All other terms and conditions of the IP Security Agreement shall remain in full force and effect.

3. The Assignor acknowledges receipt of a certified copy of this Modification Agreement.

MODIFICATION AGREEMENT
TO
COLLATERAL PATENT, COPYRIGHT AND LICENSE ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT

HECKETHORN MANUFACTURING COMPANY, INC.
(Assignor)

-in favor of-

AMSOUTH BANK
(Assignee, as Agent (as successor to LaSalle Bank National Association))

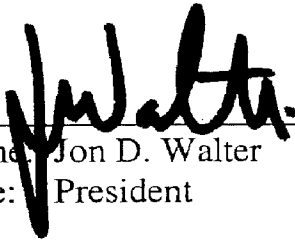
Dated: June ___, 2003

RECORD AND RETURN TO:

HERRICK, FEINSTEIN LLP
2 Penn Plaza
Newark, New Jersey 07105
Attn: Richard M. Skoller, Esquire

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Modification Agreement as of the day and year first above mentioned.

HECKETHORN MANUFACTURING COMPANY, INC.

By:  _____
Name: Jon D. Walter
Title: President

CORPORATE ACKNOWLEDGEMENT

STATE OF TN)

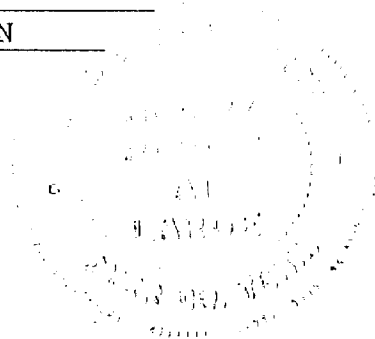
:ss.

COUNTY OF DYER)

I certify that on June 12, 2003, Jon Walter personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered this document as the President of Heckethorn Manufacturing Company, Inc., the corporation named in this document; and
- (b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors.

Elizabeth Leggett
Notary Public of the State of TN



AMSOUTH BANK,
as Agent

By: Mark M. Mally
Name: MARK MALLY
Title: Attorney-in-Fact

STATE OF *NEW YORK*)

COUNTY OF *NEW YORK*) :SS.

I certify that on June 12, 2003, Mark McNally personally came before me and this person acknowledged under oath, to my satisfaction, that this person signed and delivered this document as the Attorney-In-Fact of AmSouth Bank.

Kathleen F. Kerlinger
Notary Public of the State of New York

KATHLEEN F. KERLINGER
Notary Public, State of New York
No. 01KE4777604
Qualified in Queens County
Commission Expires July 31, 2005

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

<u>Country</u>	<u>Inventor</u>	<u>Application or Filing Date</u>	<u>Serial or Patent Number</u>	<u>Date of Filing</u>	<u>Title</u>
United States	John E. Heckethorn & Danny J. Whittle	11/28/84	4,602,811	7/29/86	U-Bolt Clamp Construction (One Piece Mini Clamp)
United States	John E. Heckethorn & Danny J. Whittle	7/14/81	4,393,559	7/19/83	U-Bolt Clamp with Tubular Reinforcing Means (TR)
United States	John E. Heckethorn	9/17/80	4,372,017	2/8/83	U-Bolt Exhaust Clamp for Tubing Slip-Joints (Uni-Clamp)
United States	John E. Heckethorn	11/13/78	4,365,392	12/28/82	Gas-Tight Exhaust Clamps for Tubing Slip Joints (Uni-Clamp)
United States	William E. Dowling & William R. Heckethorn	8/31/72	3,772,745	11/20/73	U-Bolt Clamp Assembly (Orig. Clockwise Curled Clamp)
United States	Danny Whittle	Documented for prior art 11/10/94	Patent Pending	unknown	Flatten Rod Head
United States	unknown	unknown	Patent Pending	unknown	Tube over Rod for Reduced Vibration

United States	Danny Whittle	Documented for prior art 7/10/97	Patent Pending	unknown	Two Bolt Service Seal
United States	unknown	unknown	Patent Pending	unknown	Weld on Clamp

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES
SERVICES MARKS AND COPYRIGHTS

<u>Country</u>	<u>Mark</u>	<u>Application or Serial Number</u>	<u>Application or Filing Date</u>	<u>Registration No.</u>	<u>Date of Issue</u>
United States	HECO	71652191	8/24/53	588,834	4/20/54
United States	HECO and design	73270670	7/18/80	1,199,482	6/29/82
United States	HECO DYNA- GRIP	73041974	1/17/75	1,032,779	2/10/76