

02-09-2004

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



102630092

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

Corrective

1. Name of conveying party(ies):
HECKETHORN 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 CORRE. ASSIG. TO CORRE. EXEC. DATE

Execution Date: 6-12-03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
058,8834, 1,199,482,1,032,779

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: 3

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
Name of Person Signing

Tonya Chapple
Signature

2/6/04
Date

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

02/09/2004 LMJELLER 00000033 0588834

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

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

TRADEMARK REEL: 002790 FRAME: 0630

07-11-2003

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

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 Security Agreement Change of Name
 Other MODIFICATION AGREEMENT TO COLLABE

Execution Date: 6-12-03

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B. Trademark Registration No.(s)
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TONYA CHAPPLE *Tonya Chapple* 6/24/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document(s)

10

Mail documents to be recorded with required cover sheet in formation to:
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Washington, D.C. 20231

17/10/2003 LINELLER 00000133 500034

11 FC:4581 40.00 DP
12 FC:4582 50.00 DP

**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: