

09-05-2003

9-203



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

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U.S. DEPARTMENT OF COMMERCE U.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): Fleet Capital Corporation

9-203

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Amendment with respect to

Execution Date: 08/01/2003 Security Interest

2. Name and address of receiving party(ies)

Name: Fleet National Bank, a national *

Internal Address: *banking association, as Agent

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other national banking association

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:

Internal Address:

Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 Street A 202.783.2700

City: State: Zip:

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 850

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

RECEIVED OPR 08/29/03 2 PM 3:40 ASSIGNMENTS DIV

DO NOT USE THIS SPACE

9. Signature.

Deneen Sanders, Paralegal Name of Person Signing

Signature

August 29, 2003 Date

Total number of pages including cover sheet, attachments, and document: 12

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

09/03/2003 6TOM11 00000012 2577124

01 FC:6521 40.00 OP 02 FC:6522 850.00 OP

TRADEMARK REEL: 002816 FRAME: 0440

Continuation of Part 4.

TRADEMARK REGISTRATION NO.
2577124
2345405
2513821
2296623
2103366
2078132
2078831
2038540
2002592
2007195
2058018
1980295
1931575
1873298
1755391
1838373
1808385
1787665
1742160
1772916
1709030
1538955
1478334
1350336
1324094
1226544
1183601
1169929
1181915
1150839
1091725
682195

TRADEMARK APPLICATION NO.
75/085327
74/658558
74/658560

AGENCY RESIGNATION AND APPOINTMENT

This Agency Resignation and Appointment (this "Agreement") is entered into as of August 1, 2003 by and among HOPKINS MANUFACTURING CORPORATION, a Kansas corporation ("Borrower"), FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet"), FLEET NATIONAL BANK ("Bank"), and the Lenders party hereto.

All capitalized terms used in this Agreement and not otherwise defined shall have the same meanings here as in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Company, Fleet and Lenders are party to that certain Amended and Restated Loan and Security Agreement dated December 1, 2000 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Fleet a party thereto as Agent and as a Lender;

WHEREAS, the entirety of the Loans and Loan Commitments of Fleet in its capacity as a Lender are being purchased by Bank concurrently herewith;

WHEREAS, the parties hereto desire that Bank replace Fleet as Agent under the Loan Agreement and the other Loan Documents; and

WHEREAS, the parties hereto desire to consent to such replacement and to amend the Loan Agreement and the other Loan Documents in connection therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agency Succession.

(a) Pursuant to Section 10.10 of the Loan Agreement, (i) Fleet resigns as the Agent under the Loan Agreement and the other Loan Documents (Fleet, in such capacity as retiring Agent, is referred to herein as "Retiring Agent"), (ii) the Lenders party hereto, whom together constitute the Majority Lenders, and the Company appoint Bank as the successor Agent under the Loan Agreement and the other Loan Documents (Bank, in such capacity as successor Agent, is referred to herein as "Successor Agent") and (iii) Successor Agent accepts its appointment as the successor Agent under the Loan Agreement and the other Loan Documents.

(b) In connection with the agency succession described in the foregoing clause (a), and without the need for any further action, (i) Retiring Agent's appointment, powers and duties as Agent under the Loan Agreement and the other Loan Documents shall terminate, (ii) Successor Agent shall succeed to and become vested with all of the rights, powers and duties of

Retiring Agent under the Loan Agreement and the other Loan Documents, (iii) all protective provisions of the Loan Agreement set forth in Section 10 thereof shall inure to Retiring Agent's benefit as to any actions taken or omitted to be taken by Retiring Agent while it served as Agent under the Loan Agreement and the other Loan Documents, (iv) Successor Agent shall bear no responsibility for actions taken or omitted to be taken by Retiring Agent while Retiring Agent served as Agent under the Loan Agreement and the other Loan Documents, (v) each of Retiring Agent and the Company authorizes Successor Agent to file any Uniform Commercial Code assignments or amendments, and any real estate memoranda relating to the Mortgages, that Successor Agent deems necessary or desirable to evidence Successor Agent's appointment as Agent under the Loan Documents, (vi) Retiring Agent agrees to deliver promptly to Successor Agent, at Successor Agent's address set forth under its signature block below, any tangible Collateral securing the Obligations that is currently in the possession of Retiring Agent (such as stock certificates, notes and the like) and (vii) each of Retiring Agent and the Company agrees, upon the reasonable request of Successor Agent, to take such additional actions and to execute and deliver such other documents and instruments (including, without limitation, the documents and instruments listed on Exhibit A attached hereto) as Successor Agent may reasonably request to effect Successor Agent's succession as Agent under the Loan Agreement and the other Loan Documents.

2. Representations and Warranties.

(a) Retiring Agent represents and warrants to Successor Agent that (i) Retiring Agent has not executed any release or other discharge with respect to any portion of the Collateral or with respect to Borrower or any Guarantor (provided, that the foregoing shall not apply to releases and discharges which may have occurred in accordance with the terms of the Loan Documents without the need for action by Agent or Lenders), (ii) no payment default exists with respect to any Loan as of the date hereof and (iii) except with respect to any Event of Default of which Retiring Agent has previously notified Successor Agent, Retiring Agent has not received written notice from the Company of the occurrence of any Event of Default which remains in existence as of the date hereof.

(b) Each party hereto represents and warrants to each other party hereto that: (i) it is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and any other agreement, document or instrument delivered herewith to which it is a party including, without limitation, the documents and instruments listed on Exhibit A attached hereto, (ii) the execution, delivery and performance of this Agreement and any other agreement, document or instrument delivered herewith to which it is a party have been duly authorized by all necessary corporate action and (iii) this

Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

3. Assignment of Liens. As a supplement to and in no way in limitation of the provisions of Section 1 hereof, Retiring Agent hereby assigns all liens and security interests in the Collateral arising under the Loan Documents to Successor Agent. Notwithstanding anything herein to the contrary, all of such liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed. Without limiting the generality of the foregoing, any reference to Retiring Agent on any publicly filed document, to the extent such filing relates to the liens and security interests assigned hereby and until such filing is modified to reflect the interests of Successor Agent, shall, with respect to such liens and security interests, constitute a reference to Retiring Agent as collateral representative of Successor Agent (provided, that the parties hereto agree that Retiring Agent's role as such collateral representative shall impose no duties, obligations or liabilities on Retiring Agent with respect to the Collateral).

4. Conditions Precedent. The effectiveness of this Agreement shall be subject to the conditions precedent that (a) each party hereto shall have duly authorized, executed and delivered this Agreement and (b) the entirety of the Loans and Loan Commitments of Fleet in its capacity as a Lender shall have been purchased by Bank, pursuant to assignment documents reasonably acceptable to Bank.

5. Payments; Funding of Loans. From and after the date of the effectiveness of this Agreement, each Borrower shall make all payments (including, without limitation, payments of principal, interest and fees due under the Loan Agreement, the other Loan Documents or otherwise) to Successor Agent in accordance with the payment instructions set forth under its signature block below. Each Lender shall make available the amount of any Loans to be made by such Lender to Successor Agent in accordance with the payment instructions set forth under its signature block below.

6. Waivers. Each of the parties hereto waives the requirement, if any, that the Agent be a bank or trust company.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

8. Patent and Trademark Filings. For purposes of filing this Agreement with the United States Patent and Trademark Office, it is hereby confirmed that, for all purposes hereof, the term "Loan Documents" shall include, without limitation, (i) the Patent, Trademark and License Mortgage dated as of February 11, 1997 and recorded, in respect of certain trademarks of Borrower, with the United States Patent and Trademark Office on February 18, 1997 at Reel/Frame 1537/0041, as further supplemented by the amendment thereto dated as of the same date and recorded, in respect of certain trademarks of Borrower, with the United States Patent and Trademark Office on March 14, 2001 at Reel/Frame 002:263/0500 and (ii) the Patent, Trademark and License Mortgage dated as of February 11, 1997 and recorded, in respect of certain patents and patent applications of Borrower, with the

United States Patent and Trademark Office on February 18, 1997 at Reel/Frame 8261/0924, as supplemented by the amendment thereto dated as of the same date and recorded, in respect of certain patents and patent applications of Borrower, with the United States Patent and Trademark Office on March 16, 2001 at Reel/Frame 011641/0200.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

10. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

11. **APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.**

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BORROWER:

HOPKINS MANUFACTURING CORPORATION

By N. W. J.
Its Asst. Sec.

FLEET NATIONAL BANK, as Successor Agent and
as a Lender

By _____
Its _____

Address for Notices:

Fleet National Bank
Mail Code NYEH30839 T
1133 Avenue of the Americas, 39th Floor
New York, New York 10036
Attn: Don B. Pinzon
Fax: (212) 703-1599

Payment Instructions:

Wiring Instructions:
Fleet National Bank
ABA # 011 00 138
For the Account of Agency Services Wires
Suspense Account
Account # 151 035 241 515
Reference: Hopkins Manufacturing Corp.

FLEET CAPITAL CORPORATION, as Retiring
Agent

By _____
Its _____


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BORROWER:

HOPKINS MANUFACTURING CORPORATION

By _____
Its _____

FLEET NATIONAL BANK, as Successor Agent and
as a Lender

By  _____
Its Director

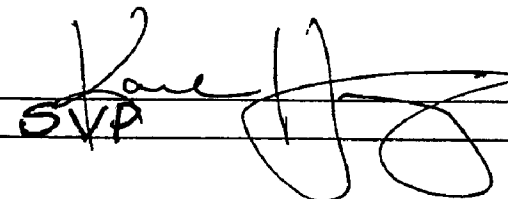
Address for Notices:

Fleet National Bank
Mail Code NYEH30839 T
1133 Avenue of the Americas, 39th Floor
New York, New York 10036
Attn: Don B. Pinzon
Fax: (212) 703-1599

Payment Instructions:

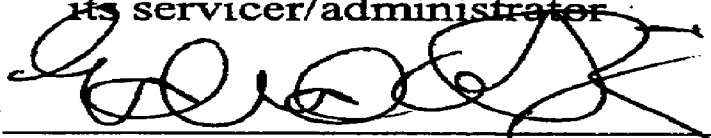
Wiring Instructions:
Fleet National Bank
ABA # 011 00 138
For the Account of Agency Services Wires
Suspense Account
Account # 151 035 241 515
Reference: Hopkins Manufacturing Corp.

FLEET CAPITAL CORPORATION, as Retiring
Agent

By  _____
Its SVP

FIRST SOURCE LOAN OBLIGATIONS INSURED TRUST

By: FIRST SOURCE FINANCIAL, INC.,
its servicer/administrator

By 
Its _____
EDWARD A. SZARKOWICZ
SENIOR VICE PRESIDENT & GENERAL COUNSEL

LASALLE BANK NATIONAL ASSOCIATION

By _____
Its _____

NATIONAL CITY BANK

By _____
Its _____

LOAN OBLIGATIONS INSURED TRUST

FIRST SOURCE

By: First Source Financial, Inc., its ~~servicer/administrator~~

By _____
Its _____

LASALLE BANK NATIONAL ASSOCIATION

By James C. B.
Its First Vice President

NATIONAL CITY BANK

By _____
Its _____

FIRST SOURCE **LOAN OBLIGATIONS INSURED TRUST**

By: First Source Financial, Inc., its **servicer/administrator**

By _____
Its _____

LASALLE BANK NATIONAL ASSOCIATION

By _____
Its _____

NATIONAL CITY BANK

By *Daniel R. Raynor*
Its _____

**DANIEL R. RAYNOR
ASSISTANT VICE PRESIDENT**

Exhibit A

HOPKINS MANUFACTURING CORPORATION
AGENCY RESIGNATION AND APPOINTMENT
CLOSING CHECKLIST

1. Agency Resignation and Appointment
2. Assignment and Assumption Agreement re transfer of Loans and Loan Commitments from Fleet Capital Corporation ("Fleet") to Fleet National Bank ("Bank")
3. Amended and Restated Term Loan A Note (Bank)
4. Amended and Restated Term Loan B Note (Bank)
5. Guarantor Acknowledgement and Acceptance (Hopkins Enterprise)
6. UCC-3 Assignments / Amendments necessary to reflect "Fleet National Bank, as Agent" as Secured Party with respect to each UCC-1 Financing Statement filed against Borrower
7. Assignments / Amendments necessary to reflect "Fleet National Bank, as Agent " as the holder of the lien with respect to each item of federally-registered intellectual property of Borrowers
 - a. Patent Assignments
 - b. Trademark Assignments
 - c. Copyright Assignments
8. Assignments / Amendments re real estate mortgages
 - a. Assignment of Mortgages re property located in Lyon County, KS, including
 - i. Real Property Mortgage
 - ii. Leasehold Mortgage
 - b. Amended and Restated Deed of Release re property located in Lyon County, KS
9. Documentation necessary to appropriately reflect "Fleet National Bank, as Agent" with respect to insurance policies

10. Original stock certificates, together with stock powers, for stock of Borrower
11. Notices to Third Parties
 - a. Subordinated Lender (Harbour Group)
 - b. Subordinated Lender (Churchill)
 - c. Lender in connection with Subordination, Non-Disturbance and Attornment Agreement re 2002 sale/leaseback
 - d. Emporia Partners, LLC in connection with Landlord Recognition Agreement