

1-204



Tab settings

To the Honorable Commissioner of

102636777

ached original documents or copy thereof.

1. Name of conveying party(ies):

Drives-Incorporated

1-2-04

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 22, 2003

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
- 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 patent number(s):

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

752,017 and 1,436,218

Additional numbers attached? Yes No

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

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

01/02/2004 LHWELLER 00000151 752017

01 FC:0321
02 FC:0322

40.00 DP
25.00 DP

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.

Gregory T. Pealer, Paralegal

Name of Person Signing

Signature

December 30, 2003

Date

9

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

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

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This 22nd day of November, 2003, Drives-Incorporated, an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1009 First Street, Fulton, Illinois 61252-0350, 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, trademark application, patent and patent 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 all of the inventions described and claimed in connection with each such patent and patent application and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each trademark license and patent 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 and patent 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, trademark registration or patent listed on Schedule A-1 hereto or of any trademark or patent licensed under a trademark license or patent license, as applicable, 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 the performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated November 22, 2003 between the Debtor and the Secured Party (as may be from time to time amended or modified, the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this 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 and not matured into a registered trademark (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 this 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.

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

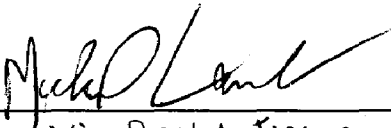
trademarks, trademark registrations, trademark applications, trademark licenses, patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

This 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.

Dated as of the date first above written.

DRIVES-INCORPORATED

By 
Its: Vice President - Finance

HARRIS TRUST AND SAVINGS BANK

By _____
Its: Vice President

Dated as of the date first above written.

DRIVES-INCORPORATED

By _____
Its: _____

HARRIS TRUST AND SAVINGS BANK

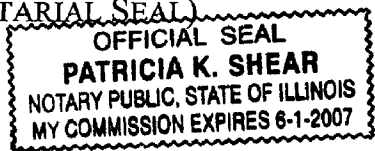
By Devel H
Its: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Patricia K Shear a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Landes, Vice President - Finance of Drives-Incorporated, an Illinois 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 22nd day of November, 2003.

(NOTARIAL SEAL)



My Commission Expires:

6-1-2007

Patricia K Shear
Notary Public

Patricia K Shear
(Type or Print Name)

STATE OF ILLINOIS

)

) SS.

COUNTY OF COOK

)

I, Monica Martella, Notary Public in and for said County, in the State aforesaid, do hereby certify that Derek Cook, 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/she signed and delivered the said instrument as his/her 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, as of this 22nd day of November, 2003.

Monica Martella

Notary Public



(Type or Print Name)

(Notarial Seal)

Commission Expires:

**SCHEDULE A-1
TO INTELLECTUAL PROPERTY COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS, U.S. PATENTS AND
COMMON LAW TRADEMARKS AND TRADENAMES**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO. / APPLICATION NO.	GRANTED / APPLICATION DATE
Drives Mark	752,017 / 134,620	July 2, 1963 / December 26, 1961
PRC Chain	1,436,218 / 584,745	April 14, 1987 / February 26, 1986

U.S. PATENTS

TITLE OF PATENT	PATENT NO. / APPLICATION NO.	ISSUE DATE / APPLICATION DATE
Roof Top Chain	5,042,244 / 565,386	August 27, 1991 / December 27, 1983

COMMON LAW TRADEMARKS AND TRADE NAMES

Drives

**SCHEDULE A-2
TO INTELLECTUAL PROPERTY COLLATERAL AGREEMENT**

TRADEMARK AND PATENT LICENSES

None