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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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02-09-2004

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



To the Honorable Commissioner 102664496

ached original documents or copy thereof.

1. Name of conveying party(ies): 1-29-04
1-16-04
Universal-Rundle Corporation

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

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

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal
Address: _____

Street Address: 135 South LaSalle Street
City: Chicago State: IL Zip: 60603

Individual(s) citizenship _____
 Association National Banking 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Patent, Trademark License Mortgage

Execution Date: 07/02/2003

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

B. Trademark Registration No.(s) _____
SEE ATTACHED SCHEDULE A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Tammy S. Settle
 Internal Address: Vedder Price Kaufman Kammholz

Street Address: 222 North LaSalle Street

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR 3.41).....\$ 415.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
22-0259

OPR/FINANCE
FEB -5 AM 7:50

DO NOT USE THIS SPACE

9. Signature.
Tammy S. Settle Tammy S. Settle January 29, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **21**

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

TRADEMARK
REEL: 002910 FRAME: 0568

PATENT, TRADEMARK AND LICENSE MORTGAGE

**UNIVERSAL-RUNDLE CORPORATION AND LASALLE BANK NATIONAL
ASSOCIATION**

SCHEDULE A

TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.
ADARA	1,931,558
AMEGA	1,928,293
APOLLO	1,928,289
ATLAS	1,929,958
ATLAS	2,218,503
BORDEAU	1,931,536
CAREFREE	1,000,083
CONTEMPO	1,928,294
NEVERDRIP	2,217,127
NOSTALGIA	1,928,290
SATURN	1,508,007
SHOWERITE & DESIGN	591,858
UNIVERSAL-RUNDLE	978,416
UNIVERSAL-RUNDLE & DESIGN	978,419
UR & DESIGN	993,632
UR & DESIGN	996,479

PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of this 2nd day of July, 2003, by UNIVERSAL-RUNDLE CORPORATION, a Delaware corporation ("Mortgagor") in favor of LaSalle Bank National Association, a national banking association, as agent for the lenders party to the Loan Agreement (as defined below) ("Mortgagee");

W I T N E S S E T H:

WHEREAS, Crane Plumbing LLC, a Delaware limited liability company ("Crane"), NewArtesian Transportation Services Limited Partnership, an Illinois limited partnership ("NewArtesian"); and collectively with Crane, the "Borrowers", the Lenders (as defined below) and Mortgagee are parties to a certain Loan and Security Agreement (as amended, modified or restated from time to time, the "Loan Agreement") and other related loan documents, each of even date herewith (collectively, with the Loan Agreement, the "Loan Documents"), which Loan Documents provide for (i) the lenders party to the Loan Agreement (the "Lenders") to extend credit from time to time to or for the account of Borrowers and (ii) the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses, if any;

WHEREAS, as a condition of the financial accommodations provided by the Lenders to the Borrowers, Mortgagor has executed and delivered that certain Guaranty of even date herewith in favor of Mortgagee (as amended, modified or restated from time to time, the "Guaranty"); and

WHEREAS, in order to secure all of Mortgagor's Obligations (as such term is defined in the Guaranty), the Lenders have required Mortgagor to execute this Mortgage in favor of Mortgagee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an Event of

Default, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired, if any:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) no Patent, Trademark or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark or License been canceled, in whole or in part and each such Patent, Trademark and License is presently subsisting;

(ii) each Patent, Trademark and License material to the Mortgagor's business is valid and enforceable in all material respects;

(iii) Mortgagor (or together with subsidiaries of Mortgagor which have executed similar grants of security interest to Mortgagee) is the sole and exclusive owner of the entire and unencumbered right, title and interest as they may appear in and to each Patent, Trademark and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons, except for the lien of this Mortgage, Permitted Liens and the terms of the documents evidencing or creating the Patents, Trademarks and Licenses;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks, except where such failure is not reasonably likely to have a Material Adverse Effect;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagor has the corporate power and authorization to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagor agrees that until all Borrowers' Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license or sublicense under the Patents, Trademarks or Licenses, or enter into any other similar agreement with respect to the Patents, Trademarks or Licenses, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would otherwise adversely affect the validity of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before all Borrowers' Obligations shall have been satisfied in full or before the Loan Documents have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Notwithstanding the foregoing, such provisions shall not apply with respect to any rights granted to Mortgagor under any License by any Person which does not permit the encumbrance of such rights. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the payment in full of all Borrowers' Obligations and the termination of the

. Documents. Mortgagor agrees that upon the occurrence of an Event of Default, the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred, Mortgagee hereby grants back to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7 outside of the ordinary course of business, without the prior written consent of Mortgagee. From and after the occurrence of an Event of Default, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate upon receipt by Mortgagor of written notice of such termination from Mortgagee, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours, upon prior reasonable notice, and prior to payment in full of all Borrowers' Obligations and termination of the Loan Documents, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Mortgagee agrees to hold confidential and not disclose or use any information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Mortgage, the release of the mortgage herein and such reassignment of the Patents, Trademarks or Licenses, as applicable, unless such termination is due to an Event of Default.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of all Borrowers' Obligations and termination of the Loan Documents, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Loan Documents.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the amount of the Mortgagor's Obligations and shall bear interest at the rate for Revolving Loans.

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Borrowers' Obligations shall have been paid in full and the Loan Documents have been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee, except where consistent reasonably responsible business and legal practices and except where such failure is not reasonably likely to have a Material Adverse Effect.

12. Mortgagee's Right to Sue. After an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, (but without power to create personal liability for Mortgagor with third parties) with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Borrowers' Obligations shall have been paid in full and the Loan Documents have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Illinois.

17. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Documents.

(Signature page follows)

(Signature Page to Patent, Trademark and License Mortgage)

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee, as of the date first written above.

UNIVERSAL-RUNDLE CORPORATION

By: Reed L. Beidler
Name: Reed L. Beidler
Title: President

Agreed and Accepted as of the date first written above.

LASALLE BANK NATIONAL ASSOCIATION, as Agent

By: Dequanda Lacey
Name: Dequanda Lacey
Title: First Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 2nd day July, 2003, by Reed L. Beidler personally known to me to be the President of Universal-Rundle Corporation, a Delaware corporation, on behalf of such corporation.



Catherine Ho
Notary Public

My Commission expires:

8/1/06

THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Michael A. Nemeroff, Esq.
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street
Chicago, Illinois 60601

EXHIBIT A

PATENTS

NONE

EXHIBIT B

TRADEMARKS

Owner Trademark Report by Country
Status: ACTIVE

Printed: 6/4/2003 Page 1

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CANADA							
1,002,324	UNIVERSAL-RUNDLE	1/19/1999	1,002,324	9/12/2000	532,568	REGISTERED	6,11
UNITED STATES							
1,931,558	ADARA			10/31/1995	1,931,558	REGISTERED	11
1,928,293	AMEGA			10/17/1995	1,928,293	REGISTERED	11
1,928,289	APOLLO			10/27/1995	1,928,289	REGISTERED	11
1,929,958	ATLAS			10/24/1995	1,929,958	REGISTERED	11
<u>75/352,948</u>	ATLAS <i>Reg No. 2212563</i>	9/8/1997	75/352,948	1/19/1999	2,218,503	REGISTERED	11
1,931,536	BORDEAU			10/31/1995	1,931,536	REGISTERED	11
1,000,083	CAREFREE			12/24/1974	1,000,083	REGISTERED	11
1,928,294	CONTEMPO			10/17/1995	1,928,294	REGISTERED	11
75/352,972	NEVERDRIP	9/8/1997	75/352,972	1/12/1999	2,217,127	REGISTERED	11
1,928,290	NOSTALGIA			10/27/1995	1,928,290	REGISTERED	11
1,508,007	SATURN			10/11/1998	1,508,007	REGISTERED	11
591,858	SHOWERITE and Design			6/29/1954	591,858	REGISTERED	11
978,416	UNIVERSAL-RUNDLE			2/12/1974	978,416	REGISTERED	6, 11
978,419	UNIVERSAL-RUNDLE and Design			2/12/1974	978,419	REGISTERED	6
993,632	UR and Design			9/24/1974	993,632	REGISTERED	6
996,479	UR and Design			10/22/1974	996,479	REGISTERED	16

X Reg No. 2217127

EXHIBIT B
Page 1

EXHIBIT C

LICENSE AGREEMENTS

License Agreement entered into as of July 10, 1998 between Universal-Rundle Corporation and Crane Plumbing LLC (formerly known as CR/PL, L.L.C.), a copy of which is attached hereto.

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of the 10th day of July, 1998, by and between Universal-Rundle Corporation, a Delaware corporation, with offices located at 1235 Hartrey Avenue, Evanston, Illinois 60202 (hereinafter "Licensor") and CR/PL, L.L.C., a Delaware limited liability company, with offices located at 1235 Hartrey Avenue, Evanston, Illinois 60202 (hereinafter "Licensee").

WHEREAS, Licensor is the owner of the trademarks, trade names, patents and/or other personal property, powers, rights and privileges set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Licensed Assets"); and

WHEREAS, Licensee desires to license the exclusive right to use the Licensed Assets from Licensor upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements herein contained, the parties hereby agree as follows:

1. License of Licensed Assets. Licensor hereby grants, bargains, sells and conveys to Licensee an exclusive license to use the Licensed Assets in the ordinary course of the business of Licensee for the term, for the consideration, and upon the covenants, terms and conditions hereinafter set forth.

2. Rates and Charges. Licensee agrees to compensate Licensor for the use of the Licensed Assets at the rates and charges (collectively, "Rates and Charges") set forth on Exhibit B attached hereto and made a part hereof. Rates and Charges shall be prorated for any partial calendar year. All payments of Rates and Charges shall be payable annually in advance, on or before the first day of each and every year during the term or term as extended, in legal tender for private and public debts in the United State of America. In addition, all payments of Rates and Charges shall be made payable to the order of the Universal-Rundle corporation, 1235 Hartrey Avenue, Evanston, Illinois 60202, or to the order of such other person, firm or corporation and at such address as may be designated from time to time in writing by Licensor.

3. Term. The term of this Agreement shall commence on July 10, 1998 and end on June 30, 2008, unless sooner terminated as hereinafter set forth. For purposes hereof, the first year of this Agreement shall commence on July 10, 1998 and terminate on June 30, 1999. Each year thereafter during the term shall commence on the day immediately following the last day of the preceding year and shall continue for a period of twelve (12) full calendar months, unless earlier terminated pursuant to the terms hereof.

4. Option to Renew.

(a) Licensee shall have ten (10) options to extend the term of this Agreement. Each option ("Option") shall be for an additional period of five (5) years, such extended terms to begin upon the expiration of the original term or extended term (as applicable) of this Agreement upon the same terms and conditions, except that the Rates and Charges shall be determined as

hereinafter set forth and except further that there shall be no additional options. Said options shall be deemed automatically waived and of no force and effect, unless Licensee gives notice to Licensor no later than one hundred eighty (180) days prior to the expiration of the original term or any extended term (as applicable) of its decision to exercise the appropriate option. Each of said options is conditioned on Licensee not being in default under this Agreement at the time of the exercise of the option and at the time of commencement of the option term. The exercise of each option is also conditioned on the valid and effective exercise of all previous options.

(b) The Rates and Charges during each option term shall be in each case the fair market value Rates and Charges for the Licensed Assets at the commencement of the appropriate option term as determined in good faith by the parties within sixty (60) days of the exercise of the appropriate option by Licensee. If the parties in good faith cannot agree on the then fair market value Rates and Charges within said time period, the parties shall promptly submit the dispute to arbitration by the American Arbitration Association, whose determination of the then fair market value Rates and Charges shall govern. The cost of arbitration shall be borne equally by the parties unless the arbitrator finds that the failure of the parties to agree was caused by a lack of good faith on the part of one of the parties, in which case such party shall pay the full cost of the arbitration.

5. Insurance. At all times during the term (and extended term) of this Agreement, Licensee shall provide and maintain, at Licensee's sole cost and expense, the following:

A. Commercial or comprehensive general public liability insurance against claims and liability for personal injury, property damage or death occurring on or about or in connection with the Licenses, with limits of liability of not less than Two Million Dollars (\$2,000,000.00) for liability arising out of any one occurrence.

B. With respect to each such policy, Licensee shall name Licensor and any other parties as Licensor shall from time to time designate as additional insureds.

6. Indemnification. Unless due to the intentional misconduct or gross negligence of Licensor or Licensor's agents or employees, Licensee agrees to indemnify and hold harmless Licensor and its officers, directors, employees and agents from and against any and all liability, claims, demands, suits, judgments, loss, costs or expense of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with Licensee's use of the Licensed Assets under this Agreement.

Unless due to the intentional misconduct or gross negligence of Licensee or Licensee's agents or employees, Licensor agrees to indemnify and hold harmless Licensee and its members, managers, employees and agents from and against any and all liability, claims demands, suits, judgments, loss, costs or expense of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with Licensor's title to the Licensed Assets under this Agreement.

7. Termination. In the event either party fails to perform its obligations under this Agreement, the other party may, without prejudice or waiver of any other legal rights or remedies for such breach, terminate this Agreement upon thirty (30) days' prior written notice

unless, in the case of a nonmonetary default, the defaulting party diligently begins to cure such failure or breach within said thirty (30) days' period and diligently cures such failure or breach within thirty (30) days of such notice.

8. Notices. All notices to be given by one party to the other under this Agreement shall be in writing, mailed or delivered as follows:

To Licensee: CR/PL, L.L.C.
1235 Hartrey Avenue
Evanston, IL 60202
Attention: Reed L. Beidler

With a Copy to: Jeffery S. Taylor, Esq.
Levun, Goodman & Cohen
500 Skokie Blvd., Suite 650
Northbrook, IL 60062

To Licensor: Universal-Rundle Corporation
1235 Hartrey Avenue
Evanston, IL 60202
Attention: Reed L. Beidler

With a Copy to: Jeffery S. Taylor, Esq.
Levun, Goodman & Cohen
500 Skokie Blvd., Suite 650
Northbrook, IL 60062

or to such other address designated by written notice sent to the other party. Mailed notices shall be sent by United States certified or registered mail, postage prepaid. Such notices shall be deemed to have been given by posting in the United States mail.

9. Miscellaneous.

(a) This Agreement and the rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the respective parties hereto and their successors or assigns.

(b) Any party hereto may enforce this Agreement by appropriate legal action and should said party finally prevail in such litigation, such party shall recover as part of its costs, all reasonable attorneys' fees, all court costs, and all other reasonable costs of litigation.

(c) If any provision of this Agreement or portion hereof shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be construed in accordance with the laws of the State of Illinois.

10. Right to Terminate.

A. If either of the trade names licensed herein becomes unsuitable for Licensee's business, then:

1. If Licensee so notifies Licensor in writing, and within six (6) months of such notice, Licensee and Licensor agree to delete said trade name and to revise the Rates and Charges, this Agreement shall continue as amended in writing.

2. If Licensee so notifies Licensor in writing, and within six (6) months of such notice, the parties cannot agree to delete said trade name or to revise the Rates and Charges, either party may terminate this Agreement on the last day of the month specified in a notice in writing given after the expiration of the aforesaid six (6) month notice.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

LICENSEE:

CR/PL, L.L.C., a Delaware limited liability company

BY: 
Its Manager

LICENSOR:

Universal-Rundle Corporation, a Delaware corporation

BY: 
Its President

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EXHIBIT A

LIST OF LICENSED ASSETS

Trade Name:

1. Universal-Rundle
2. Showerite

EXHIBIT B

LIST OF RATE AND CHARGES

Annual

\$100,000

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