

1-8-05

01-05-2005

Form PTO-159.4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



102903697

To the Honorable Commissioner

d original documents or copy thereof.

1. Name of conveying party(ies):

Midwest Technologies Illinois, L.L.C.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation Illinois, Other

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

3. Nature of conveyance: Document ID No. 700138816

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

Execution Date: December 6, 2004

2. Name and address of receiving party(ies)

Harris Trust and Savings Bank, as Administrative Agent

Internal Address, Street Address: 111 West Monroe Street, City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois, 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 names(s) & address(s) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,872,562, 1,751,019, 1,751,145, 1,787,929, 2,797,785

Additional numbers attached? Yes No

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

Name: Robert J. Schneider, Internal Address: Chapman and Cutler LLP, Street Address: 111 West Monroe Street, City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved:

5

7. Total fee (37 CFR 3.41)\$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-0305, (Attach duplicate copy of this page if paying by deposit account) Attorney Docket No. 1598846

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.

Robert J. Schneider, Name of Person Signing

Signature

December 21, 2004, Date

Total number of pages including cover sheet, attachments, and document: 8

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO: United States Patent and Trademark Office, Box Assignments Washington, DC 20231

1798971.01.02 1598846

TRADEMARK REEL: 003100 FRAME: 0093

TRADEMARK COLLATERAL AGREEMENT

This 6th day of December, 2004, Midwest Technologies Illinois, L.L.C., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at North Avenue at Schmale Road, Wheaton, Illinois 60189, 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, as Administrative Agent, 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 and trademark 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

(ii) Each trademark 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, 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 or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license 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 performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith between Debtor, Secured Party and the other parties thereto (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral 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 without a Statement of Use having been filed and accepted (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 without a Statement of Use having been filed and accepted, then this Trademark Collateral 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. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

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Received Time Dec. 17 8:00PM

TRADEMARK
REEL: 003100 FRAME: 0094

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 and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MIDWEST TECHNOLOGIES ILLINOIS, L.L.C.

BY SPRAYING SYSTEMS CO., ITS MEMBER

By 

Name James E. Bramsen
Title President

HARRIS TRUST AND SAVINGS BANK, as
administrative agent

By _____

Name: Derek Cook
Its: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

Received Time Dec.17. 8:00PM

TRADEMARK
REEL: 003100 FRAME: 0095

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 and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MIDWEST TECHNOLOGIES ILLINOIS, L.L.C.

By _____
Name _____
Its _____

HARRIS TRUST AND SAVINGS BANK, as
administrative agent

By Derek Cook
Name: Derek Cook
Its: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, VICKIE A SABATINO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James E. Bramsen, in his capacity as the President of Spraying Systems Co., in its capacity as the sole member of Midwest Technologies Illinois, L.L.C., an Illinois limited liability corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 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 6TH day of December, 2004.

(NOTARIAL SEAL)



My Commission Expires: 3/25/08

Vickie A Sabatino
Notary Public

VICKIE A SABATINO
(Type or Print Name)

Vickie A Sabatino

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, David B. Roberts, a 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 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 6th day of December, 2004.



Notary Public

(NOTARIAL SEAL)



David B. Roberts

(Type or Print Name)

My Commission Expires:

8-13-07

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

<u>Reg #</u>	<u>Mark</u>	<u>Renewal/ Expiration Date</u>	<u>Issue Date</u>
2872562	Legacy		8/10/2001
1751019	Auto-Range		2/9/1993
1751145	TASC		2/9/1993
1787929	MID-TECH		8/17/1993
2797785	FIELDWEAR		12/23/2003

PENDING FEDERAL TRADEMARK APPLICATIONS

None

COMMON LAW MARKS AND TRADE NAMES

None

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

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**TRADEMARK
REEL: 003100 FRAME: 0099**

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None

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Received Time Dec.17. 8:00PM

RECORDED: 12/15/2004

**TRADEMARK
REEL: 003100 FRAME: 0100**