

SECOND AMENDMENT TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 28th day of January, 2005, by and between **B.A. BALLOU & CO. INCORPORATED**, a Rhode Island corporation with its principal place of business at 800 Waterman Avenue, East Providence, Rhode Island 02914-1719 ("Borrower"); and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation doing business as **BANK OF AMERICA PRECIOUS METALS** with a principal place of business at 111 Westminster Street, Providence, Rhode Island 02903-2305 ("Lender").

W I T N E S S E T H:

WHEREAS, Lender and Borrower are parties to a certain Amended and Restated Trademark Security Agreement and Correction of Misidentified Trademark dated as of October 4, 2000, recorded June 1, 2001 with the U.S. Patent and Trademark Office at Reel 2309, Frame 0335, as amended by that certain First Amendment to Amended and Restated Trademark Security Agreement dated as of May 31, 2002, recorded June 27, 2002 with the U.S. Patent and Trademark Office at Reel 2536, Frame 0770 (as amended, the "Amended and Restated Trademark Security Agreement") (which Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of September 2, 1998 executed by Borrower in favor of Fleet Capital Corporation ("FCC"), and recorded March 5, 1999 with the U.S. Patent and Trademark Office at Reel 1876, Frame 0103, as assigned to Lender by FCC pursuant to that certain Assignment of Trademark Security Agreement dated October 4, 2000 and recorded October 19, 2000 with the U.S. Patent and Trademark Office at Reel 00216, Frame 0966), pursuant to which Borrower has granted to Lender an interest in and to those certain trademarks identified on Exhibit A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Borrower, Gardener Specialty Metals, LLC ("Gardener") and Lender are parties: (a) to a certain Loan, Precious Metals Sales and Consignment Agreement dated as of May 31, 2002, as amended (as amended, the "Loan Agreement") (which Loan Agreement amends and restates that certain Loan and Precious Metals Sales Agreement by and between Borrower and Lender dated as of October 4, 2000, as amended, and that certain Loan and Consignment Agreement by and between Gardener and Lender dated as of April 16, 1998, as amended), pursuant to which Lender has extended to Borrower and Gardener a precious metals sales and consignment facility, a revolving line of credit evidenced by a certain Amended and Restated Revolving Credit Note dated May 31, 2002, as amended, by and among Borrower, Gardener and Lender (as amended, the "Line of Credit Note"), and pursuant to which Lender has extended to Borrower a term loan evidenced by a certain Amended and Restated Term Note dated May 31, 2002 by and between Borrower and Lender (the "Term Note" and, together with the Line of Credit Note, the "Notes"); and (b) to a certain Amended and Restated Forward Contracts Letter Agreement dated May 31, 2002 (as amended, the "Forward Contracts Agreement") (which Forward Contracts Agreement amends and restates that certain Forward Contracts Letter Agreement dated June 27, 2000, as amended, by and between Gardener and Lender); all as the same may be amended from time to time; and

WHEREAS, Gardener is no longer a party to the Loan Agreement and the Forward Contracts Agreement; and

WHEREAS, the parties desire to amend the Trademark Security Agreement to reflect the foregoing change.

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

1. The "BACKGROUND" paragraph on Page 1 of the Trademark Security Agreement is amended hereby in its entirety to read as follows:

BACKGROUND. Borrower and Lender have entered into: (a) a certain Loan, Precious Metals Sales and Consignment Agreement dated as of May 31, 2002, as amended (as amended, the "Loan Agreement") (which Loan Agreement amends and restates that certain Loan and Precious Metals Sales Agreement dated as of October 4, 2000 by and between Borrower and Lender), pursuant to which Lender has extended to Borrower a precious metals sales facility, a consignment facility and a revolving line of credit evidenced by a certain Amended and Restated Revolving Credit Note dated May 31, 2002, as amended (as amended, the "Line of Credit Note"), and pursuant to which Lender has extended to Borrower a term loan evidenced by a certain Amended and Restated Term Note dated May 31, 2002 (the "Term Note" and, together with the Line of Credit Note, the "Notes"); and (b) a certain Amended and Restated Forward Contracts Letter Agreement dated May 31, 2002, as amended (as amended, the "Forward Contracts Agreement"); all as the same may be amended from time to time. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as the Loan Agreement.

2. This Amendment shall be binding upon the parties and their respective successors and assigns.

3. Except as specifically amended hereby, the Amended and Restated Trademark Security Agreement shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which together constitute one and the same instrument.

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:

James B. Doherty

B.A. BALLOU & CO. INCORPORATED

By: *Curtis A. Ley*

Curtis A. Ley
President

WITNESS:

Diane L. Haley

By: *A. Capuano*

Anthony J. Capuano
Senior Vice President

Diane L. Haley

By: *David P. Benuse*

Name: DAVID P. BENUSE

Title: Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 28 day of JANUARY, 2005, before me personally appeared Curtis A. Ley, President of B.A. Ballou & Co. Incorporated, known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of B.A. Ballou & Co. Incorporated.

Gene L. Cadut

Notary Public

My commission expires: 5/30/05

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 1 day of March, 2005, before me personally appeared Anthony J. Capuano, Senior Vice President of Fleet Precious Metals Inc. doing business as Bank of America Precious Metals, known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Fleet Precious Metals Inc. doing business as Bank of America Precious Metals.

Diana L Haley
Notary Public
My commission expires: 8/30/05

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 1 day of March, 2005, before me personally appeared David P. Berube, Vice President of Fleet Precious Metals Inc. doing business as Bank of America Precious Metals, known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed and the free act and deed of Fleet Precious Metals Inc. doing business as Bank of America Precious Metals.

Diana L Haley
Notary Public
My commission expires: 8/30/05

EXHIBIT A
TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Trademark Office</u>	<u>Registration Number</u>
"EZ Squeeze"	Borrower in all cases	U.S. Patent & Trademark Office	2160453
"Small Wonders"		U.S. Patent & Trademark Office	1684392
"B.A.B."		Canada Patent & Trademark Office	UCA15454
"B.A.B."		U.S. Patent & Trademark Office	0317247
"Pyramid Design"		U.S. Patent & Trademark Office	0785185
"Ballou"		Great Britain	1,265,872
"Wagon Wheel"		U.S. Patent & Trademark Office	1312261
"Wagon Wheel"		Canada Patent & Trademark Office	322,189
Guardian II		U.S. Patent & Trademark Office	78/117252 (applied for)
Guardian		U.S. Patent & Trademark Office	76/276789 (applied for)
Star B		Canada Patent & Trademark Office	26089
Pyramid Design		Canada Patent & Trademark Office	188,978
Pyramid Design		Great Britain	1,268,497
Wagon Wheel		Great Britain	1,268,554

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