# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Second Amendment To Patent, Trademark and License Mortgage

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crawford Industries, LLC		108/31/2005 1	LIMITED LIABILITY COMPANY: INDIANA

#### **RECEIVING PARTY DATA**

Name:	LaSalle Bank National Association	
Street Address:	135 South LaSalle Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Banking Association:	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2103237	COLLUSION
Registration Number:	1604566	CRAWFORD
Registration Number:	2153748	DIAMOND LOCK
Registration Number:	2153753	DIAMOND LOCK
Registration Number:	1789352	DURASILK
Registration Number:	1625949	
Registration Number:	2084591	TAGS 4 U
Registration Number:	1116864	РВ
Registration Number:	1182030	POLYBLEND
Serial Number:	75672748	PERF PLUS
Registration Number:	1116865	POLYBLEND

**CORRESPONDENCE DATA** 

Fax Number: (312)609-5005

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 312-609-7500 tsettle@vedderprice.com Email: Correspondent Name: Tammy S. Settle Address Line 1: 222 North LaSalle Street Chicago, ILLINOIS 60601 Address Line 4: ATTORNEY DOCKET NUMBER: 27941.00.0042/TSS NAME OF SUBMITTER: Tammy S. Settle Signature: /tsettle/ Date: 03/06/2007 Total Attachments: 5 source=crawford#page1.tif source=crawford#page2.tif

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#### SECOND AMENDMENT TO PATENT, TRADEMARK AND LICENSE MORTGAGE

This SECOND AMENDMENT TO PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Amendment") is dated as of August 31, 2005, made by CRAWFORD INDUSTRIES, LLC, an Indiana limited liability company ("Borrower"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, having an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Bank").

#### WITNESSETH:

WHEREAS, Borrower and the Bank have previously entered into that certain Loan and Security Agreement dated April 30, 1999, as amended (as further amended, modified or supplemented from time to time, the "Loan Agreement"), pursuant to which Bank has made loans, advances and other financial accommodations (collectively, the "Loans") to Borrower;

WHEREAS, Bank required as a condition, among other things, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of Borrower's obligations and liabilities under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrower to Bank in connection with the Loan Agreement, that Borrower execute and deliver that certain Patent, Trademark and License Security Agreement dated as of April 30, 1999 to Bank, as amended by that certain Amendment to Patent, Trademark and License Mortgage dated as of July 31, 2002 (the "Agreement");

WHEREAS, Borrower has entered into that certain Asset Purchase Agreement dated as of August 31, 2005 with VITA Industrial, Inc., a Delaware corporation (the "Seller"), pursuant to which Borrower has purchased certain assets from Seller, including, but not limited to, certain trademarks (collectively, the "Purchased Trademarks"); and

WHEREAS, Borrower and Bank desire to amend the Agreement to account for the acquisition of the Purchased Trademarks.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

- 1. <u>Incorporation of the Agreement</u>. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.
  - 2. <u>Amendment of the Agreement</u>. The Agreement is hereby amended as follows:
- (a) The first WHEREAS clause is hereby amended and restated to read as follows:

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"WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement dated as of April 30, 1999, as amended by that certain Amendment to Loan and Security Agreement dated as of April 30, 2000, that certain Second Amendment to Loan and Security Agreement dated as of June 30, 2000, that certain Third Amendment to Loan and Security Agreement dated as of June 30, 2001, that certain Fourth Amendment to Loan and Security Agreement dated as of June 28, 2002, that certain Fifth Amendment to Loan and Security Agreement dated as of July 31, 2002, that certain Sixth Amendment to Loan and Security Agreement dated as of June 30, 2003, that certain Seventh Amendment to Loan and Security Agreement dated as of June 30, 2004, that certain Eighth Amendment to Loan and Security Agreement dated as of August 31, 2004, that certain Ninth Amendment to Loan and Security Agreement dated as of June 30, 2005 and that certain Tenth Amendment to Loan and Security Agreement dated as of August 31, 2005 (as further amended, modified, or restated from time to time, the "Loan Agreement") and certain other related loan documents (collectively, with the Loan Agreement, the "Loan Agreements"), which Loan Agreements provide (i) for Mortgagee, from time to time, to extend credit to or for the account of Mortgagor and (ii) for 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."

(b) <u>Exhibit B</u> to the Agreement is hereby amended and restated with the new <u>Exhibit B</u> attached hereto and made a part hereof which adds the Purchased Trademarks to the Agreement.

[SIGNATURE PAGE FOLLOWS]

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# (Signature Page to Second Amendment to Patent, Trademark and License Mortgage)

IN WITNESS WHEREOF, the undersigned has duly executed this Second Amendment to Patent, Trademark and License Mortgage on the day and year first above written.

CRAWFORD INDUSTRIES, LLC

Its: CHAIR MA

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COUNTY OF DU Page	 SS

The foregoing Amendment to Patent, Trademark and License Mortgage was executed and acknowledged before me this 31 day of places, 2005, by CRAWFORD INDUSTRIES, LLC, an Indiana limited liability company.

SEAL)OFFICIAL SEAL

CARY A. BROWN

Notery Public – State of Illinois

My Commission Expires Oct. 3, 2006

My commission expires: 10.306

Notary Public

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### EXHIBIT B

### **TRADEMARKS**

<u>U.S. Reg. #</u>	Trademark	Issue Date
2,103,237	COLLUSION and Design	10/07/97
1,604,566	CRAWFORD	07/03/90
2,153,748	DIAMOND LOCK	04/28/98
2,153,753	DIAMOND LOCK and Design	04/28/98
1,789,352	DURASILK	08/24/93
1,625,949	MAZE DESIGN	12/04/90
2,084,591	TAGS 4 U	07/29/97
1,116,864	PB Design	04/24/1999
1,182,030	Polyblend	12/15/2001
1,116,865	Polyblend and Design	04/24/1999
Common Law Mark	MIRA-STRIP	
	TRADEMARK APPLICATIONS	mili m
Serial No.	<u>Mark</u>	Filing Date
75672748	PERP PLUS	04/01/1999

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**RECORDED: 03/06/2007** 

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