

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sampco, Inc.		11/30/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One South Wacker Drive, Ste. 3400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2935599	SABOROSA	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergekohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	Goldberg Kohn, 55 E Monroe St. Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2759.160		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		
Date:	12/19/2007		

OP \$40.00 2935599

Total Attachments: 4

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**AMENDMENT NO. 1 TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Amended and Restated Trademark Security Agreement dated as of December 4, 2006 (the "Trademark Security Agreement") made by SAMPCO, INC., an Illinois corporation ("Grantor"), in favor of BANK OF AMERICA, N.A. ("Lender") is made as of November 30, 2007.

WHEREAS, the Grantor and Lender are parties to that certain Amended and Restated Loan and Security Agreement dated as of December 4, 2006, as it may be amended from time to time (the "Loan Agreement"), pursuant to which, among other things, Grantor has granted to Lender a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks", as such term is defined in the Loan Agreement (herein, the "Trademarks");

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on January 9, 2007, Reel/Frame #3457/0285;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

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

1. Schedules. Schedule I as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule I as amended and restated in its entirety as set forth on Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

SAMPCO, INC.

By: Richard Smalley
Name: Richard Smalley
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

SAMPCO, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By:  _____
Name: Philip Nomura
Title: Vice President

SCHEDULE A

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Clasico	1,040,989	June 8, 1976
Sampco	1,456,700	September 8, 1987
Sampco	2,426,866	February 6, 2001
Clasico	2,521,769	December 25, 2001
Clasico	23,599 – Jamaica	August 2, 1982
Clasico	23,978 – Puerto Rico	January 14, 1982
SABOROSA	2,935,599	March 22, 2005

TRADEMARK APPLICATIONS

Grantor owns no Trademark Applications.

TRADEMARK LICENSES

Technology Agreement by and between Grantor and Mittal Steel (as successor in interest to Weirton Steel Corporation) dated May 6, 2002, whereby Grantor licenses technology from Mittal Steel, including Tooling Systems for respective fabrication and for subsequent utilization of full-panel convenience-feature end closure structures, along with integral convenience-feature openers and opening methods, operating procedures for using such end closure structures, information on optimum selection of flat-rolled steel substrate, and protective finishing of selected flat-rolled steel substrate.

Agreement by and between Grantor and Mittal Steel (as successor in interest to Weirton Steel Corporation) dated May 6, 2002, whereby Mittal Steel authorizes Grantor to sub-license technology to Bertin Ltda, including Tooling Systems for respective fabrication and for subsequent utilization of full-panel convenience-feature end closure structures, along with integral convenience-feature openers and opening methods, operating procedures for using such end closure structures, information on optimum selection of flat-rolled steel substrate, and protective finishing of selected flat-rolled steel substrate.