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8-23-99

08-26-1999

by Docket No. BO-537  
(314/209)



101127765

To the Honorable Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, Washington, DC 20503, and to the original documents or copy thereof.

1. Name of conveying party(ies) Williams Industries, Inc. 2. Name and address of receiving party(ies.) Name: Bank One, Wisconsin

- Individual(s) Association
General Limited Partnership
Corporation State of Indiana
Other-

Street Address: 111 East Wisconsin Avenue

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance: City: Milwaukee State: WI ZIP: 53202

- Assignment Merger
Security Agreement Change of Name
Other-

- Individual(s) citizenship
Association
General
Partnership
Limited Partnership
Corporation,
Other a banking corporation organized and existing under the laws of the state of Wisconsin

Execution Date: March 6, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) B. Trademark Registration Nos.
1,718,217
1,857,272
1,996,968
1,969,844

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: 6. Total number of applications and registrations involved: four (4)

Name: Amy J. Dropik, Paralegal 7. Total fee \$115.00

Internal Address: Whyte Hirschboeck Dudek S.C. Enclosed

Street Address: 111 East Wisconsin Avenue Authorized to be charged to Deposit Account

Suite 2100 8. Deposit Account Number:

City: Milwaukee State: WI ZIP: 53202 23-2053

08/26/1999 MTHAI1 00000000 232053 1718217

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 75.00 CH

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.

Amy J. Dropik, Paralegal August 18, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and documents = 6

AMENDMENT TO GENERAL INTANGIBLES MORTGAGE  
AND SECURITY AGREEMENT

This Amendment to General Intangibles Mortgage and Security Agreement is entered into as of the 6th day of March, 1998 by and between Williams Industries, Inc., an Indiana corporation, having its principal place of business at 2201 East Michigan Road, Shelbyville, Indiana 46176 (hereinafter referred to as "Mortgagor"), and Bank One, Wisconsin, having its principal office at 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor and Mortgagee entered into a General Intangibles Mortgage and Security Agreement (the "Agreement") dated January 22, 1998 and recorded in the Trademark Office on February 12, 1998 at Reel/Frame 1690/0587 and recorded in the Copyright Office on March 25, 1998 in Volume 3414 at Page 366; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Agreement; and

WHEREAS, Mortgagor is party to an extension of credit from Bank One, Wisconsin, as described in the Loan and Security Agreement dated as of January 22, 1998 (the "Loan Agreement" and together with the notes executed in connection therewith and all other documents relating thereto, the "Loan Documents"); and

WHEREAS, it is a condition of the Loan Agreement that, in order to further secure the obligations under the Loan Documents, Mortgagor grant to Mortgagee a lien, security interest and mortgage in all of its now existing and hereafter created or acquired patents, trademarks, trade names, service marks, trade names and copyrights and all of the other general intangibles of Mortgagor;

NOW, THEREFORE, in order to further secure the Obligations (as defined in the Agreement), and for other good and valuable consideration, the receipt of which by Mortgagor is hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The trademarks, trade names and service marks described on Schedule A to this Amendment are added to Exhibit E to the Agreement. In addition to the security interests already pledged in the Agreement, Mortgagor has mortgaged and pledged unto and created a security interest in for the benefit of Mortgagee, and Mortgagor hereby mortgages and pledges unto and creates a security interest in and for the benefit of Mortgagee, all of the Mortgagor's right, title and interest throughout the world in and to the United States registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of Mortgagor described in Schedule A hereto, whether registered or unregistered and wherever registered, now existing or hereafter arising, created or acquired by Mortgagor, whether in the United States or in any other country or place anywhere in the world.

2. The copyright registrations and applications for copyright registrations described on Schedule B to this Amendment replace, in their entirety, the registrations and applications described in Exhibit C to the Agreement. This Amendment is being recorded with the Copyright Office for the purpose of clarifying and confirming those copyright registrations and applications subject to the terms of the Agreement.

3. Except as otherwise expressly amended hereby, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Amendment to General Intangibles Mortgage and Security Agreement to be duly executed as of the day and year first written above.

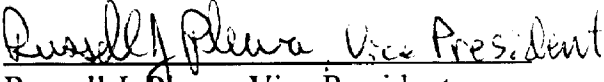
MORTGAGOR:

Williams Industries, Inc.,  
an Indiana corporation

By:   
William J. Williams, Chairman

MORTGAGEE:

Bank One, Wisconsin

By:   
Russell J. Plewa, Vice President

[ACKNOWLEDGMENT PAGE FOLLOWS]

STATE OF INDIANA )  
 ) SS  
COUNTY OF Shelby )

This 6<sup>th</sup> day of April, 1999 before me personally came the above-named William J. Williams, to me personally known to be the Chairman of Williams Industries, Inc. and the individual who executed the foregoing Amendment to General Intangibles Mortgage and Security Agreement and acknowledged to me that he executed the same of his own free will on behalf of Williams Industries, Inc. for the purposes therein set forth.

\_\_\_\_\_  
Notary Public, Peggy Franklin  
My commission: expires Febr. 24, 2007

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF MILWAUKEE )

This 19<sup>th</sup> day of April, 1999, before me personally came the above-named Russell J. Plewa to me personally known to be a Vice President of Bank One, Wisconsin and the individual who executed the foregoing Amendment to General Intangibles Mortgage and Security Agreement and acknowledged to me that he executed the same of his own free will on behalf of Bank One, Wisconsin for the purposes therein set forth.

Carol E. Duss  
\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin  
My commission: April 25, 1999

## SCHEDULE A

ADDITIONAL UNITED STATES AND STATE TRADEMARK REGISTRATIONS,  
TRADE NAMES AND SERVICE MARKS AND APPLICATIONS FOR  
TRADEMARK REGISTRATIONS, TRADE NAMES AND SERVICE MARKS  
OF WILLIAMS INDUSTRIES, INC.

<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
FREEZE-N-GO	74/224,506	1,718,217	09/22/92
DASH MATE	74/320,522	1,857,272	10/04/94
MOBILE MUG & DESIGN	74/726,561	1,996,968	08/27/96
ICEWARE	74/664,858	1,969,844	04/23/96

## SCHEDULE B

### UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATIONS OF WILLIAMS INDUSTRIES, INC.

There are 35 copyright registrations on file. All of the registrations were created in 1978 and all of the registrations were registered on July 1, 1981. The registration numbers are as follows:

Txu72707	TXu72714	TXu72721	TXu72728	Txu72735
Txu72708	TXu72715	TXu72722	TXu72729	TXu72736
Txu72709	TXu72716	TXu72723	TXu72730	TXu72737
Txu72710	TXu72717	TXu72724	TXu72731	TXu72738
Txu72711	TXu72718	TXu72725	TXu72732	TXu72739
Txu72712	TXu72719	TXu72726	TXu72733	TXu72740
Txu72713	TXu72720	TXu72727	TXu72734	TXu72741