

05-08-2001



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4.27.01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text"/>
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	<input type="text" value="1212804"/>

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date Month Day Year
Formerly & 03/20/01

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/07/2001 LMUELLER 00000179 1212804

01 FC:481
02 FC:482

40.00 OP
25.00 DE

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002289 FRAME: 0058

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(314) 259-2619

Name

Daniel A. Crowe

Address (line 1)

Bryan Cave LLP

Address (line 2)

211 North Broadway, Suite 3600

Address (line 3)

St. Louis, Missouri 63102

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments

#

7

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,212,804	<input type="text"/>	<input type="text"/>
2,403,653	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

02-4467

Yes

No

Authorization to charge additional fees:

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. Charges to deposit account are authorized, as indicated herein.

Daniel A. Crowe
Name of Person Signing

Daniel A. Crowe
Signature

4-24-01
Date Signed

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, LOCKE SUPPLY CO., an Oklahoma corporation (the "**Grantor**"), having its chief executive office at 1300 S.E. 82nd Street, Oklahoma City, Oklahoma 73126, is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto;

WHEREAS, LASALLE BUSINESS CREDIT, INC., a Delaware corporation, having its principal offices at 135 South LaSalle Street, Suite 400, Chicago, Illinois 60603 (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, effective as of October 13, 2000, between the Grantor and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest effective as of the 13th day of October, 2000.

GRANTOR:

LOCKE SUPPLY CO.,
an Oklahoma corporation

By: Carter Marsh
Name: CARTER MARSH
Title: PRESIDENT

LENDER:

LASALLE BUSINESS CREDIT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest effective as of the 13th day of October, 2000.

GRANTOR:

LOCKE SUPPLY CO.,
an Oklahoma corporation

By:

Name:

Title:

LENDER:

LASALLE BUSINESS CREDIT, INC.,
a Delaware corporation

By:

Scott R. Busch

Name:

Scott R. Busch

Title:

FLP

STATE OF)
)
COUNTY OF)

On this ____ day of February, 2001, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of LOCKE SUPPLY CO., an Oklahoma corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 22nd day of ~~February~~ ^{March}, 2001, before me personally came Scott R. Busch, to me known, who, being by me duly sworn did depose and say that he is the 1st. V.P. of LASALLE BUSINESS CREDIT, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

Carmen L. Nieves

My Commission Expires: 01/11/2004



STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on March 20, 2001, by _____
Carter Marsh, _____ president of Locke Supply Co., an Oklahoma corporation.

(Seal)

Karen McWilliams
Notary Public
My Commission Expires: 8/6/02

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of February, 2001, before me personally came _____, to
me known, who, being by me duly sworn did depose and say that he is the _____ of
LASALLE BUSINESS CREDIT, INC., a Delaware corporation, the corporation described in and
which executed the foregoing instrument; that he knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of
Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

SCHEDULE A

TRADEMARKS

LOCKE SUPPLY and Design, Registration No. 1,212,804, registered October 10, 1982 (retail distributorship services in the field of plumbing, heating, air conditioning and other home building and improvement supplies (Class 42))

LOCKE SUPPLY, Registration No. 2,403,653, registered November 14, 2000 (retail store services and wholesale distributorships featuring plumbing, heating, electrical, air conditioning and other home building and improvement supplies (Class 35))

The domain name lockesupply.com is registered with Register.com.

PATENTS

None.