

07-09-2003



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(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hill-Donnelly Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 24, 2003

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 231 South LaSalle Street

City: Chicago State: IL Zip: 60697

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

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

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
JUL -7 AM 9 19

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,244,210 2,213,944

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer Mikulina

Internal Address: McDermott, Will & Emery
Suite 4400

Street Address: 227 West Monroe Street

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0206

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Jennifer Mikulina
Name of Person Signing

Signature

July 2, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/08/2003 GTOM11 00000182 130206 2244210

01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

TRADEMARK
REEL: 002774 FRAME: 0001

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Hill-Donnelly Corporation, a Delaware corporation (the "Grantor") with principal offices at 5711 South 86th Circle, Omaha, NE 68127, hereby grants to Bank of America, N.A., as Collateral Agent, with principal offices at 231 South LaSalle Street, Chicago, Illinois 60697 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and patent applications (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 referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same and all damages awarded therefrom.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 6, 2002, and amended and restated as of May 27, 2003 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

24th day of June, 2003. IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

HILL-DONNELLY CORPORATION, Grantor

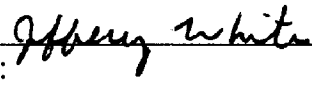
By


Name: Stormy L. Dean

Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

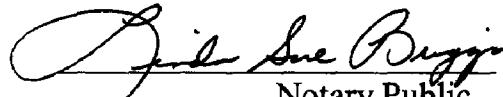
By

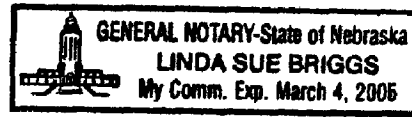

Name:

Title: Jeffery White
Assistant Vice President

STATE OF NEBRASKA)
) ss.:
COUNTY OF Douglas)

On this 29 day of June, 2003, before me personally came Stormy L. Dean, who being duly sworn, did depose and say that he is Chief Financial Officer of Hill-Donnelly Corporation, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public



STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 26th day of June, 2003, before me personally came _____
Jeffery White who, being by me duly sworn, did state as follows: that [s]he is
Assistant Vice President of Bank of America, N.A. that [s]he is authorized to execute the foregoing
Grant on behalf of said _____ and that [s]he did so by authority of the Board of Directors
of said _____.

Maria Paggao
Notary Public



<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Cross+Search	2,244,210	5/11/99
Cross+Search Plus	2,213,944	12/29/98

PATENT

PATENT NO.

ISSUE DATE

Not Applicable.