


06/15/2004
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Form PTO-1594 (Rev. 10/03) 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	
Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Allmand Bros., Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies) Name: LaSalle Business Credit, LLC Internal: Address: Suite 425 Street Address: 135 South LaSalle Street City: Chicago State: IL Zip: 60603 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Limited Liability Company</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>06/26/2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1,876,495;</u> <u>1,876,496; 1,876,418; 1,876,497</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Daniel A. Crowe, Esq. Internal Address: Suite 360D Street Address: 211 North Broadway City: St. Louis State: MO Zip: 63102-2750			6. Total number of applications and registrations involved: 4		
			7. Total fee (37 CFR 3.41): \$ 115.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>02-4467</u>		
DO NOT USE THIS SPACE					
B. Signature. Daniel A. Crowe  06/16/2004 Name of Person Signing Signature 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

CH \$115.00 024467 1876495

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, ALLMAND BROS., INC., a Nebraska corporation (the "Grantor") 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; and

WHEREAS, LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, as agent for itself and the other Lenders, having its principal offices at 135 South LaSalle Street, Suite 425, 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, dated as of May 26, 2004, 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 as of the 26 day of May, 2004.

GRANTOR:

ALLMAND BROS., INC.,
a Nebraska corporation

By: [Signature]
Print Name: Robert Allmand
Title: PRESIDENT

GRANTEE:

LASALLE BUSINESS CREDIT, LLC,
a Delaware limited liability company

By: [Signature]
Print Name: Michael Spala
Title: V.P.

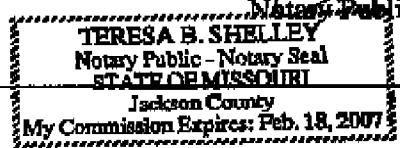
STATE OF Missouri
COUNTY OF Jackson

On this 25th day of May, 2004, before me personally came Roger Allmand to me known, who, being by me duly sworn did depose and say that he is the President of ALLMAND BROS., INC., a Nebraska corporation, the company described in and which executed the foregoing instrument 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.

Teresa B. Shelley
Notary Public

My Commission Expires: _____



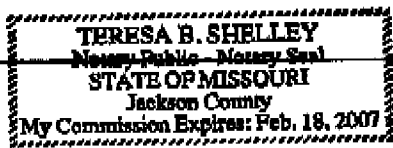
STATE OF Missouri
COUNTY OF Jackson

On this 25th day of May, 2004, before me personally came Michael L. Salela, to me known, who, being by me duly sworn did depose and say that he is the V.P. of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, the company described in and which executed the foregoing instrument 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.

Teresa B. Shelley
Notary Public

My Commission Expires: _____



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SCHEDULE A

TRADEMARKS

**Schedule 11(S)
Trademarks**

Night - Lite Pro

Maxi - Lite

Maxi - Heat

Eclipse

Sundowner

Port - A - Lite

E - Z Breaker

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BRYAN CAVE LLP

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SCHEDULE B

PATENTS

None