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Name (line 1)	Contico International, L.L.C.			06/28/2001
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Name (line1)	Bankers Trust Company, as Agent			If document to be recorded is an assignment and the
Name (line2)				receiving party is not domiciled in the United
Address (line 1)	One Bankers Trust Plaza			States, an appointment of a domestic representative
Address (line 2)	130 Liberty Street			should be attached. (Designation must be a
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the data needed to date of the Office of Informa	complete the Cover Sheet. Send comments regarding this burde ation and Regulatory Affairs, Office of Management and Budget, r, Patent and Trademark Assignment Practice. DO NOT SEND F	en estimate to the U.S. Patent and Trademar Paperwork Reduction Project (0651-0027), N	rk Office. Chief Inforr Washington, D.C. 209 DCUMENTS TO THIS	nation Officer, Washington, D.C. 20231 and to 503. See OMB Information Collection Budget S ADDRESS.

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

FORM PTO-1 Expires 06/30/99 OMB 0651-0027	619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Corresponde	nt Name and Address	S Area Code and Telephone Number	213-430-6655
Name	Priscila E. Castillo		
Address (line 1)	O'Melveny & Myers LLP		
Address (line 2)	400 South Hope Street		
Address (line 3)	Los Angeles, California 900	71-2899	
Address (line 4)			
Pages	Enter the total number of princluding any attachments	pages of the attached conveyance document	# 14
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09/598,107		09/741,596 Des 429,396	Des 429,862 5,709,008
09/644,782	09/685,711	29/110,701 5,491,901	Des 417,051 6,085,928
29/130,686	09/741,138	09/455,836 Des 414,934	Des 416,367 5,709,158
If this document is application was si	s being filed together with a gned by the first named exe	new Patent Application, enter the date the pecuting inventor.	atent Month Day Year
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is a true c	st of my knowledge and beli opy of the original docume	ief, the foregoing information is true and corn nt. Charges to deposit account are authorize	d, as indicated herein.
Priscila E. Castillo Name (	of Person Signing	Signature	07/05/2001 Date Signed

FORM PTO-1619C Expires 06/30/99 OMB 0651-0027	RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY	U.S. Department of Commerce Patent and Trademark Office PATENT
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#### Patent Application Number(s) 29/129,347 5,779,070 Des 403,654 Des 420,187 29/120,963 5,673,811 5,218,914 Des 429,050 29/120,983 09/255,150 09/550,976 09/231,619 Des 385,720 5,080,250 Des 411,784 Des 414,673 Des 324,197 6,053,354 09/624,783 6,128,803 Des 410,579 Des 416,147 29/127,236

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Pa	tent Application Numb	er(s)	Ì		Patent Num	ber(s)		
				Des 408,631	Des 414,94	Des	425,279	
				Des 402,111	Des 415,62	20 Des	330,819	
				Des 411,353	Des 416,69	Des	327,143	
				Des 416,146	Des 349,09	Des Des	321,090	
				Des 404,916	Des 356,70	Des	321,091	

FORM PTO-1619C Expires 06/30/99 OMB 0651-0027

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			Des 333,568	Des 358,765	Des 355,828
			Des 321,433	Des 349,646	Des 354,210
			Des 321,071	Des 358,918	Des 368,234
			Des 343,057	Des 358,727	Des 361,511
			Des 347,324	Des 355,118	Des 373,247

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Pa	tent Application Number(s)			Patent Number(s	)
			Des 368,012	Des 389,091	Des 382,114
			Des 373,989	Des 392,746	Des 382,112
			Des 364,112	Des 378,874	Des 376,259
			Des 373,973	Des 379,266	Des 407,908
			Des 373,953	Des 376,909	Des 382,747
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			Des 384,224		
			Des 385,111		
			Des 394,157		
			Des 384,419		
			Des 394,955		

REEL: 011934 FRAME: 0342

#### GRANT OF PATENT SECURITY INTEREST

WHEREAS, Contico International, L.L.C., a Delaware limited liability company ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Katy Industries, Inc., a Delaware corporation ("Company"), has entered into a Credit Agreement dated as of June 28, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and Bankers Trust Company ("BTCo"), as Agent for the Lenders (in such capacity, "Secured Party"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company, and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "Lender Hedge Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "Rate Exchangers"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of June 28, 2001 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Rate Exchangers, pursuant to which Grantor has guarantied the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent

Grant of Patent Security Interest applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in <u>Schedule A</u>), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); and

dil proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Grant of Patent Security Interest

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the day of June, 2001.

Contico International, L.L.C.

Name:

S-1

Grant of Patent Security Interest

**PATENT** 

# SCHEDULE A TO GRANT OF PATENT SECURITY INTEREST

#### Patents Issued:

Grantor	Invention	Patent Number	Patent Issue Date
CONTINENTAL MFG (assigned to Contico International, L.L.C.)	MOP BUCKET (26 & 35 QT)	Des 429,396	August 8, 2000
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	DRAWER UNIT	5,491,901	20-Feb-1996
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE BOX	Des 414,934	October 12, 1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	MOP BUCKET SIDE WALL	Des 429,862	August 22, 2000
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	CONTAINER ASSEMBLY	Des 417,051	November 23, 1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	WHEELED TRASH CONTAINER	Des 416,367	November 9, 1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE CONTAINER WHEEL ASSEMBLY	5,709,008	January 20, 1998
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE CONTAINER AND LATCH ASSEMBLY THEREFOR	6,085,928	July 11, 2000

Grantor	Invention	Patent Number	Patent Issue Date
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	SHELF STRUCTURE	5,709,158	January 20, 1998
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	ADJUSTABLE SHELVING APPARATUS	5,779,070	July 14, 1998
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	FOOD BIN ASSEMBLY	5,673,811	October 7, 1997
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE BIN	Des 385,720	November 4, 1997
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	LATCH FOR STORAGE CONTAINER	Des 414,673	October 5, 1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	GARDEN SCOOTER	Des 410,579	June 1, 1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	CROSSBED TRUCK BOX	Des 403,654	05-Jan-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE SHELF ASSEMBLY	5,218,914	15-Jun-1993
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	FLOOR MOUNTED PICKUP TRUCK BOXES	5,080,250	14-Jan-1992

Grantor	Invention	Patent Number	Patent Issue Date
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	LARGE TOOL BOX	Des 324,197	25-Feb-1992
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	CONTAINER ASSEMBLY (Mop Bucket)	6,128,803	10-Oct-2000
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TILT TRUCK	Des 420,187	01-Feb-2000
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	HANDLE	Des 429,050	01-Aug-2000
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	ICE CHEST	Des 411,784	06-Jul-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	CONTAINER WITH HINGED LID ASSEMBLY	6,053,354	25-Apr-2000
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	LAUNDRY SUPPLIES ORGANIZER	Des 416,147	09-Nov-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE BIN	Des 408,631	27-Apr-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	16-INCH TOOL BOX	Des 402,111	08-Dec-1998

<b>Grantor</b>	Invention	Patent Number	Patent Issue Date
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE BIN LID	Des 411,353	22-Jun-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	FREESTANDING SHOE RACK	Des 416,146	09-Nov-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TOOLBOX	Des 404,916	02-Feb-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	SHIRT HANGER	Des 414,945	12-Oct-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	SUIT HANGER	Des 415,620	26-Oct-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	ROUND TOP WASTE CONTAINER	Des 416,658	16-Nov-1999
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TRUCK BED TOOL BOX	Des 349,091	26-Jul-1994
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TOOL CHEST	Des 356,703	28-Mar-1995
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	MAID CART	Des 425,279	16-May-2000

Grantor	Invention	Patent Number	Patent Issue Date
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE SHELF	Des 330,819	10-Nov-1992
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	DOGHOUSE	Des 327,143	16-Jun-1992
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TOOL BIN	Des 321,090	29-Oct-1991
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TOOL BIN	Des 321,091	29-Oct-1991
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TOOL BOX/ORGANIZER	Des 333,568	02-Mar-1993
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	HIP ROOF TOOL BOX	Des 321,433	12-Nov-1991
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	X-FRAME CART	Des 321,071	22-Oct-1991
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	BOW CASE	Des 343,057	11-Jan-1994
CONTICO INTERNATIONAL (assigned to Contico)	FOOT LOCKER	Des 347,324	31-May-1994

Grantor	Invention	Patent Number	Patent Issue Date
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE CONTAINER WITH WHEELS	Des 358,765	30-May-1995
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE CONTAINER WITH HINGED LID	Des 349,646	16-Aug-1994
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	CONTAINER LID WITH AUTO CLOSURE	Des 358,918	30-May-1995
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	SUPPORT FRAME WITH SLIDING BASKETS	Des 358,727	30-May-1995
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	PACKING CONTAINER	Des 355,118	07-Feb-1995
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	SINGLE STEP TOOL BOX	Des 355,828	28-Feb-1995
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TWO-STEP TOOL BOX	Des 354,210	10-Jan-1995
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	FLOWER POT	Des 368,234	26-Mar-1996

Grantor	Invention	Patent Number	Patent Issue Date
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	PACKING CONTAINER	Des 361,511	22-Aug-1995
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	WORKBOX	Des 373,247	03-Sep-1996
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	HOLLOW HANDLE	Des 368,012	19-Mar-1996
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TRUCK BED TOOL BOX WITH SINGLE ACCESS DOOR	Des 373,989	24-Sep-1996
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	FLOWER POT	Des 364,112	14-Nov-1995
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	FLOWER POT OR PLANTER WITH CONVERTIBLE BASE	Des 373,973	24-Sep-1996
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE CONTAINER WITH LID (WAVE PATTERN)	Des 373,953	24-Sep-1996
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	FLOWER POT	Des 389,091	13-Jan-1998
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	FOLDING PLASTIC SAWHORSE	Des 392,746	24-Mar-1998

Invention	Patent Number	Patent Issue Date
TOOLBOX HAVING TRANSPARENT LID	Des 378,874	22-Apr-1997
TOOLBOX ASSEMBLY	Des 379,266	20-May-1997
TOOL BOX	Des 376,909	31-Dec-1996
WHEELED STORAGE CONTAINER	Des 382,114	12-Aug-1997
STORAGE CONTAINER WITH RECESSED REMOVABLE LID	Des 382,112	12-Aug-1997
LOCKING STORAGE BOX	Des 376,259	10-Dec-1996
SHOE RACK	Des 407,908	13-Apr-1999
HANGING CLOSET ORGANIZER	Des 382,747	26-Aug-1997
FREESTANDING SHOE RACK	Des 384,224	30-Sep-1997
	TOOLBOX HAVING TRANSPARENT LID  TOOLBOX ASSEMBLY  TOOL BOX  WHEELED STORAGE CONTAINER  STORAGE CONTAINER WITH RECESSED REMOVABLE LID  LOCKING STORAGE BOX  SHOE RACK  HANGING CLOSET ORGANIZER	TOOLBOX HAVING TRANSPARENT LID  TOOLBOX ASSEMBLY  Des 379,266  TOOL BOX  Des 376,909  WHEELED STORAGE CONTAINER  STORAGE CONTAINER WITH RECESSED REMOVABLE LID  LOCKING STORAGE Des 376,259  BOX  SHOE RACK  Des 407,908  HANGING CLOSET ORGANIZER  Des 382,747  Des 382,747  Des 382,747  Des 382,747  Des 382,747

Grantor	Invention	Patent Number	Patent Issue Date
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TOOL TRAY ASSEMBLY	Des 385,111	21-Oct-1997
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE CONTAINER HANDLE	Des 394,157	12-May-1998
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE SHED	Des 384,419	30-Sep-1997
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TOOLBOX HAVING TRANSPARENT LID	Des 394,955	09-Jun-1998

#### **Patents Pending:**

Grantor	Invention	Application Date	Application Number
CONTINENTAL MFG (assigned to Contico International, L.L.C.)	METHOD OF MOUNTING A CASTER ASSEMBLY	21-Jun-2000	09/598,107
CONTINENTAL MFG (assigned to Contico International, L.L.C.)	CONTAINER WITH REINFORCED CASTER ASSEMBLY AND METHOD OF MAKING SAME	23-Aug-2000	09/644,782
CONTINENTAL MFG (assigned to Contico International, L.L.C.)	CORNER WASTE CONTAINER	06-Oct-2000	29/130,686
CONTINENTAL MFG (assigned to Contico International, L.L.C.)	CORNER WASTE CONTAINER WITH COLLAR	06-Oct-2000	29/130,796
CONTINENTAL MFG (assigned to Contico International, L.L.C.)	ONE-PIECE MOP BUCKET WITH DOWN-PRESS WRINGER	10-Oct-2000	09/685711

Gramor	Invention WRINGER	Application Date	Application Number
CONTINENTAL MFG (assigned to Contico International, L.L.C.)	LIQUID CONTAINER WITH INTEGRAL FILL/DRAIN CONDUIT	19-Dec-2000	09/741,138
CONTINENTAL MFG (assigned to Contico International, L.L.C.)	CASTER WHEEL ADAPTER PLATE	18-Dec-2000	09/741,596
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	IRONING ORGANIZER (DESIGN)	10-Sep-1999	29/110,701
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	IRONING BOARD STORAGE DEVICE	06-Dec-1999	09/455,836
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	SHELF ASSEMBLY	29-Mar-2000	29/120,963
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE CONTAINER WITH LID	29-Mar-2000	29/120,983
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	RECEPTACLE AND METHOD FOR SECURELY HOLDING A DISPOSABLE BAG	17-Apr-2000	09/550,976
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	SHELF WITH SHELF ANCHOR	25-Jul-2000	09/624,783
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	STORAGE TUB	31-Jul-2000	29/127,236

Grantor	Invention	Application Date	Application Number
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	LAUNDRY CART	11-Sep-2000	29/129,347
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	ROUND TOP WASTE CONTAINER ASSEMBLY	22-Feb-1999	09/255,150
CONTICO INTERNATIONAL (assigned to Contico International, L.L.C.)	TILT TRUCK	14-Jan-1999	09/231,619

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