

03-06-2000

HEET

U.S. Department of Commerce
Patent and Trademark Office



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101282008

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

1. Name of conveying Party(ies):
DUKE MANUFACTURING CO.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State Missouri
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 27, 1999

2. Name and address of receiving Party(ies):

Name: BANK OF AMERICA, N.A.

Internal Address: _____

Street Address: 800 Market Street, 12th floor

City: St. Louis State: MO ZIP: 63101

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Missouri
 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

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

A. Trademark Application No.(s)

75/687,170
75/687,168
75/687,167

B. Trademark Registration No's

1,845,536	1,480,717	1,457,318	1,439,983	1,347,909
1,236,179	681,089	534,532	531,128	369,025
275,715	274,575	737,091	749,127	788,933
820,300	1,231,778	1,933,112	1,999,220	1,946,900
2,024,895				

Additional numbers attached? Yes No

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

Name: Daniel A. Crowe

Internal Address: Bryan Cave LLP

Street Address: _____

One Metropolitan Square, Suite 3600, 211 N. Broadway

City: St. Louis State: MO ZIP: 63102

6. Total Number of applications and registrations involved:..... 24

7. Total fee (37 CFR 3.41):.....\$ 615.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number:
02-4467

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

03/03/2000 DCORTES 00000162 75687170

01 FC:481 40.00 OP
02 FC:482 575.00 OP

DO NOT USE THIS SPACE

9. State 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.

Daniel A. Crowe *[Signature]* 1-25-00

Name of Person Signing Signature Date

Total number of pages comprising this cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**TRADEMARK
REEL: 002030 FRAME: 0228**

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, DUKE MANUFACTURING CO., a Missouri corporation (the "Grantor"), having its principal offices at 2305 N. Broadway, St. Louis, Missouri, 63102, is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under the trademarks, service marks, trademark and service registrations, applications to register trademarks and service marks, and common law rights therein, set forth on Schedule A attached hereto (the "Marks");

WHEREAS, BANK OF AMERICA, N.A., a national banking association, having an office at 800 Market Street, 12th Floor, St. Louis, Missouri, 63101 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Marks; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the Marks;

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 Amended and Restated Loan and Security Agreement, dated as of October 27, 1999, 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, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith; (ii) all cash and non-cash proceeds and products of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This Grant of Security Interest in Trademarks is made to secure the satisfactory performance and payment of all the Secured 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 in Trademarks 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 in Trademarks 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 in Trademarks as of the 27 day of October, 1999.

BORROWER / GRANTOR:

DUKE MANUFACTURING CO.

a Missouri corporation

By: 

Name: John J. Hake

Title: President

LENDER / GRANTEE:

BANK OF AMERICA, N.A.

a national banking association

By: 

Name: ROBERT W. SELLERS

Title: VICE PRESIDENT

SCHEDULE A**U.S. Trademark Registrations**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SUPER SERVE	1,845,536	7/19/94
AEROTOT (stylized)	1,480,717	3/15/88
OUR REPUTATION IS STAINLESS	1,457,318	9/15/87
HERITAGE FROM DUKE (stylized)	1,439,983	5/19/87
ECONO MATE (stylized)	1,347,909	7/9/85
SNO-KOTE	1,236,179	5/3/83
AEROHOT	681,089	6/30/59
DUKE	534,532	12/12/50
THURMADUKE	531,128	9/26/50
THURMADUKE (stylized)	369,025	7/11/39
DUKE (stylized)	275,715	9/30/30
DUKE (stylized)	274,575	9/2/30
FIESTA	737,091	9/4/62
BASTIAN-BLESSING	749,127	5/7/63
FLOMATIC	788,933	5/4/65
CIRCUL-AIR	820,300	12/13/66
ARES	1,231,778	3/22/83
SEFLEX	1,933,112	11/7/95
SOUTHERN ENGINEERING	1,999,220	9/10/96

PNEUTRAX	1,946,900	1/9/96
SOUTHERN	2,024,895	12/24/96

U.S. Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
DUKE YOUR SOLUTIONS PARTNER (stylized)	75/687,170	4/20/99
DUKE YOUR SOLUTIONS PARTNER (stylized)	75/687,168	4/20/99
DUKE YOUR SOLUTIONS PARTNER (stylized)	75/687,167	4/20/99