

05-28-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



FORM PTC-159
1-82

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To the Honorable Commissioner

100720044

original documents or copy thereof

MID 5-21-98 PIV

1. Name of conveying party(ies):
 MII, INC.
 2100 West Fifth Street Road
 Lincoln, Illinois 62656

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

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

2. Name and address of receiving party(ies):
 Name: LASALLE BUSINESS CREDIT, INC., as Agent
 Internal Address: _____
 Street Address: 135 South LaSalle Street
 City: Chicago State: IL ZIP: 60603

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amendment Amend previously recorded Reel 1657 Frame 0497 to correct Trademark Registration No. from Schedule A to Execution Date: Assignment of Security, dated Nov 18, 1997

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark registration No.(s)
1,434,764 (See Attached Schedule A)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corp.
 1
 Internal Address: _____
 Street Address: 400 Seventh Avenue, N.W.
Suite 101
 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00 E
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (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

Richard Roel Richard Roel 5/14/98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and documents: 12

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

TRADEMARK
 REEL: 1731 FRAME: 0427

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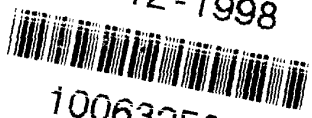
CORP. **MED**
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RE

FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

02-12-1998



100632523

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

MII, INC.
2100 West Fifth Street Road
Lincoln, Illinois 62656

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

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

3. Nature of conveyance:

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

Amend previously recorded
Reel 1657 Frame 0481; to correct Trademark
Execution Date Registration No. from Schedule A
to Assignment of Security, Dated Nov 18, 1997

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,434,768 (See attached Schedule A)

Additional numbers attached? Yes No

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

Name: FEDERAL RESEARCH CORP

Internal Address:

Street Address: 400 Seventh St NW
Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41):

\$240⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

240⁰⁰

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02/11/1998
01FC:481
01FC:482

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and attached copy is a true copy of the original document

Richard ROEL
Name of Person Signing

Richard Roel
Signature

1/23/98
Date

Total number of pages including cover sheet, attachments and document: 8

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

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, MII, INC., a corporation formed under the laws of the State of Delaware ("Borrower") with a principal office located at 2100 West Fifth Street Road, Lincoln, Illinois 62656 has adopted, used and is using the marks shown in the attached Schedule A (the "Trademarks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to LASALLE BUSINESS CREDIT, INC. ("LaSalle"), the other financial institutions named in or which hereafter become a party to the Loan Agreement (as hereinafter defined) (LaSalle and such other financial institutions, collectively, "Lenders") and LaSalle as agent for Lenders (LaSalle in such capacity, "Agent") pursuant to (i) a certain Loan and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Loan Agreement"), dated as of the date hereof, among Borrower, Agent and Lenders, and (ii) a certain Trademark Collateral Security Agreement, dated as of the date hereof made by Borrower in favor of Agent for the ratable benefit of Lenders (the "Security Agreement" and, together with the Loan Agreement, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for the ratable benefit of Lenders a security interest in the Trademarks, the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor.

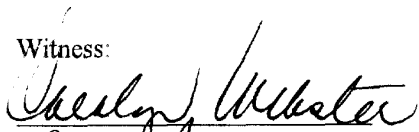
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto and grant to Agent for the ratable benefit of Lenders a security interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and registrations and applications therefor, which assignment and security interest shall secure all the Liabilities as defined in the Loan Agreement and in accordance with the terms and provisions thereof and of the Security Agreement.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

This Assignment may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.


Dated: New York, New York
November 18, 1997

Witness:


Cheryl Webster
Asst. Secretary

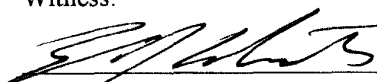
MII, INC.


By:


Elvin G. Schmidt
President

LASALLE BUSINESS CREDIT, INC.,
AS AGENT

Witness:


WILLIAM G. DAVIS
VICE PRESIDENT


Name: WILLIAM G. DAVIS
Title: VICE PRESIDENT

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 13th day of November, 1997, before me personally came Elvin G. Schmidt to me known, who, being by me duly sworn, did depose and say that he is the President of MII, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Richard Roel
Notary Public

[Faint notary seal]

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 13th day of November, 1997, before me personally came William G. Davis to me known, who, being by me duly sworn, did depose and say that he is the vice president of LASALLE BUSINESS CREDIT, INC., the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

Richard Roel
Notary Public

[Faint notary seal]

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated November 18, 1998, by and between MII, INC. and LASALLE BUSINESS CREDIT, INC., AS AGENT.

Trademark Name	Registration/ Application No.	Registration Date	Renewal Date
Fullspace Trademark	936,082	6/20/72	6/20/92
The World's Record Holders	969,634	10/2/73	10/2/93
PDQ	1,048,144	9/14/76	9/14/96
Lundia Logo Design	985,950	6/11/74	6/11/92
Lundia	558,662	5/13/52	5/13/94
Rotadrive	1,434,764	12/6/77	3/31/87
Glide N Lock	250,572	Refused 9/22/82	
The File With The Movable Aisle	62,241	9/5/75	9/5/85
RapidRx	75/336997	8/6/97	N/A