

08-07-1998

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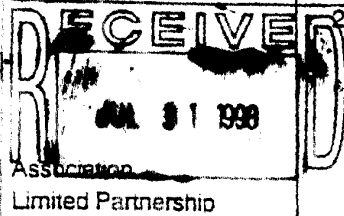
Tab settings

To the Honorable Commissioner

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sterling Products, Inc.



Name and address of receiving party(ies)

Name: First Name as agent

Internal Address:

Street Address: One First National Plaza

City: Chicago State: IL ZIP: 60603

- Individual(s)
General Partnership
Corporation-State
Other

- 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: May 28, 1998

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

If assignee is not domiciled in the United States, a domestic representative designator 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

08/04/1998 SMITH 00000029 553818

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

01 FC1481
02 FC1482

40.00 OP
375.00 OP

DO NOT USE THIS SPACE

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.

Laura J. Konrath
Name of Person Signing

Signature

7/24/98
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1764 FRAME: 0255

SCHEDULE 1
EXHIBIT B
TRADEMARKS

Continuation
Item 4

Registered U.S. Trademarks:

<u>U.S. Registration or Serial No.</u>	<u>Registered Mark</u>	<u>Date of Issuance</u>	<u>Expiry Date</u>
553,818	STERLCO logo	1/22/52	1/22/2002
888,644	STERL-TRONIC	3/31/70	3/31/2000
290,483	THERMOTROL	1/5/32	1/5/2002
537,834	THERMOTROL	2/13/51	2/13/2001
537,833	STERLCO logo	2/13/51	2/13/2001
1,706,547	STERCOOL	8/11/92	8/11/98
1,723,262	STERLTECH	10/13/92	10/13/98
1,383,039	BALL & JEWEL logo	2/18/86	2/18/2006
1,112,142	BALL & JEWEL	1/30/79	1/30/99
1,753,780	STERLCO logo	2/23/93	2/23/99
1,783,232	STERLSEAL	7/20/93	7/20/99
1,791,298	WHO SAYS YOU CAN'T IMPROVE ON PERFECTION?	9/7/93	9/7/99
1,829,816	VTC	4/5/94	4/5/2000
1,176,892	SHRED-BUSTER	11/10/81	11/10/2001
1,906,080	CUSTOMER FIRST	7/18/95	7/18/2001
2,043,374	STERLCO logo	3/11/97	3/11/03

x File as
Sec. Agreement

FIRST AMENDMENT TO INTELLECTUAL PROPERTY ASSIGNMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY ASSIGNMENT (this "First Amendment") is dated as of May 28, 1998 by and between STERLING PRODUCTS, INC., a Delaware corporation (the "Assignor"), and THE FIRST NATIONAL BANK OF CHICAGO, as agent (the "Agent") for the Lenders (as defined in the Original Intellectual Property Assignment, as hereafter defined).

RECITALS

WHEREAS, on March 7, 1995 Assignor entered into that certain Credit Agreement by and among Assignor, the Lenders, and the Agent (as amended, as the same may be hereafter be amended, modified, or otherwise supplemented from time to time, the "Credit Agreement");

WHEREAS, as a condition to entering into the Credit Agreement the Lenders required that the Assignor grant to the Agent, on behalf of the Lenders and at the Agent's request, a security interest in certain of the Assignor's assets;

WHEREAS, Assignor executed that certain INTELLECTUAL PROPERTY ASSIGNMENT dated as of March 7, 1995 (the "Original Intellectual Property Assignment") to Agent, for the benefit of itself and the Lenders;

WHEREAS, each of the capitalized terms set forth herein, to the extent not otherwise herein defined, shall have the meaning ascribed thereto in the Original Intellectual Property Assignment; and

WHEREAS, Assignor has obtained an additional United States trademark registration, U.S. Registration number 2,043,374, issued on March 11, 1997 for the registered mark STERLCO logo (the "Additional Registration"); and

WHEREAS, Assignor and Agent have agreed to amend the Original Intellectual Property Assignment on the terms and conditions herein set forth in order to include the Additional Registration within the Collateral securing payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Each of the recitals set forth above are incorporated herein as if set forth verbatim.
2. The term "Assignment", as set forth in the Original Intellectual Property Assignment, shall be deemed to mean the Original Intellectual Property Assignment, as amended

by this First Amendment, as the same may be hereafter be amended, modified, or otherwise supplemented from time to time.

3. Exhibit B to the Assignment is hereby amended by adding thereto the Additional Registration; Exhibit B to the Assignment shall now read as Schedule 1 hereto.

4. The term "Collateral" as used in the Assignment shall include the Additional Registration.

5. The Assignor represents and warrants to the Agent and the Lenders that (i) Assignor has good and marketable title to the Additional Registration, free and clear of all Liens other than those in favor of the Agent and the Lenders, (ii) the representations and warranties of Assignor set forth in the Original Intellectual Property Assignment and in the Credit Agreement with respect to the execution and delivery of the Original Intellectual Property Assignment are true and correct on, and shall be deemed made as of, the date hereof with respect to Assignor's execution and delivery of this First Amendment and with respect to the Additional Registration, as if such representations and warranties were fully set forth herein, and (iii) after giving effect to this First Amendment, no default or breach of the Assignment exists and is continuing.

6. The Original Intellectual Property Assignment, as amended by this First Amendment, shall remain in full force and effect as originally executed and delivered by Assignor, except as expressly modified and amended herein. Assignor hereby confirms and reaffirms all of its obligations under the Original Intellectual Property Assignment, as modified and amended by this First Amendment.

7. Except as otherwise expressly provided herein, nothing herein contained shall in any way (a) impair or affect the validity and priority of the lien of the Original Intellectual Property Assignment as amended by the First Amendment; (b) alter, waive, annul or affect any provision, condition, or covenant in the Original Intellectual Property Assignment as amended by this First Amendment; or (c) affect or impair any rights, powers, or remedies under the Original Intellectual Property Assignment as amended by this First Amendment. It is the intent of the parties hereto that all the terms and provisions of the Original Intellectual Property Assignment as amended by this First Amendment shall continue in full force and effect, except as amended by this First Amendment.

8. This First Amendment shall be deemed a "Loan Document" under the Credit Agreement. In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9. This First Amendment may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to Intellectual Property Assignment to be executed by their duly authorized representatives as of the date first set forth above.

STERLING PRODUCTS, INC.

By: Bryan Willey

Its: Treasurer

THE FIRST NATIONAL BANK OF
CHICAGO, as Agent

By: Paula M. King

Its: First Vice President

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

The foregoing First Amendment to Intellectual Property Assignment was executed and acknowledged before me this 6th day of July, 1998 by Gary Weller, personally known to me to be the Treasurer of Sterling Products, Inc., a Delaware corporation, on behalf of such corporation.

Sally A. Sears
NOTARY PUBLIC

" NOTARY SEAL "
Sally A. Sears, Notary Public
St. Louis City, State of Missouri
My Commission Expires 1/29/2002

My Commission Expires: 1/29/2002

(SEAL)

SCHEDULE 1

EXHIBIT B

TRADEMARKS

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