

RE MRD 9/2/98

09-02-1998



100805238

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Reference: Document ID No. 100730114

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Jackson Products, Inc.  
2997 Clarkson Road  
Chesterfield, Missouri 63017

A Delaware corporation

2. Name and address of receiving party:

Heller Financial, Inc., as Agent  
500 West Monroe  
Chicago, IL 60661

A Delaware corporation

3. Nature of conveyance: Release and Termination of Trademark Security Agreement, attached hereto as Exhibit 1.

Execution date: April 22, 1998

4. Application numbers and registration numbers:

- A. Trademark registration numbers:

See attached Annex.

- B. Trademark application numbers:

See attached Annex.

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98 SEP -2 11 41 98  
ASSISTANT COMMISSIONER

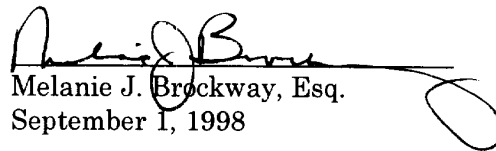
365E  
previously  
submitted

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

Melanie J. Brockway, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

6. Total number of applications and registrations involved: 14
7. Total fee enclosed: None. Fee of \$365 previously submitted.
8. Deposit account number: Not applicable
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.

  
Melanie J. Brockway, Esq.  
September 1, 1998

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 11

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

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

Schedule 1

Trademark and Trademark Licenses

UNITED STATES TRADEMARK REGISTRATIONS

| <u>Country</u> | <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|----------------|--------------------|----------------------------|--------------------------|
| U.S.           | Sundowner          | 1,646,696                  | June 4., 1991            |
| U.S.           | Flex-O-Lite        | 905,959                    | June 12, 1971            |
| U.S.           | Hi-Lite            | 1,024,669                  | November 11, 1975        |
| U.S.           | Removable Workzone | 1,624,837                  | November 27, 1990        |
| U.S.           | 831                | 1,611,284                  | August 28, 1990          |
| U.S.           | Aro-Lite           | 1,328,183                  | April 2, 1985            |
| U.S.           | Paralta            | 766,281                    | March 10, 1964           |
| U.S.           | Nightflasher       | 1,008,776                  | April 15, 1975           |
| U.S.           | Blast-O-Lite       | 857,709                    | October 1, 1968          |
| U.S.           | Flex-O-Line        | 905,957                    | January 12, 1971         |
| U.S.           | Hi-Lite            | 1,024,669                  | November 11, 1975        |
| U.S.           | Flex-O-Liner       | 1,422,540                  | December 30, 1986        |
| U.S.           | RCM                | 1,429,973                  | February 24, 1987        |
| U.S.           | Signaliter         | 1,537,337                  | May 2, 1989              |

UNITED STATES TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Country</u> | <u>Application Number</u> | <u>Date of Filing</u> |
|-------------|----------------|---------------------------|-----------------------|
|             |                | None                      |                       |

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UNITED STATES PATENT AND TRADEMARK OFFICE  
RECORDATION FORM COVER SHEET  
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A Delaware corporation

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01 FC:481 40.00 DP  
02 FC:482 325.00 DP

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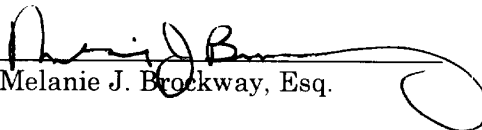
TRADEMARK  
REEL: 1775 FRAME: 0798

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

Melanie J. Brockway, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

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7. Total fee enclosed: \$365
8. Deposit account number: Not applicable
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.

  
Melanie J. Brockway, Esq.

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June 2, 1998

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 67

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

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

RELEASE AND TERMINATION OF  
TRADEMARK SECURITY AGREEMENT

THIS RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 22, 1998 is made and entered into by and between JACKSON PRODUCTS, INC., a Delaware corporation formerly know as Jackson Holding Company, having its mailing address at 2997 Clarkson Road, Chesterfield, Missouri 63017 ("Grantor") and HELLER FINANCIAL, INC., as Agent (the "Agent") for itself and the other lenders (the "Lenders") named and described in that certain Second Amended and Restated Credit Agreement dated as of August 16, 1995 among Grantor, Jackson Holding Company, the Agent and the Lenders named therein (the "Credit Agreement").

WHEREAS, pursuant to that certain Credit Agreement dated as of April 12, 1993 (the "Original Credit Agreement"), Grantor pledged to Agent all now owned or hereafter acquired trademarks, trademark registrations, trademark applications, trademark licenses and other related assets, including, without limitation, all products and proceeds of the foregoing, including, without limitation, the items listed on Schedule 1 annexed hereto (the "Trademark Collateral");

WHEREAS, pursuant to the terms of the Original Credit Agreement, Grantor executed and delivered to the Agent that certain Security Agreement and that certain Trademark Security Agreement which was recorded beginning at Reel 0963, Frame 039 in the records of the United State Department of Commerce Patent and Trademark Office (the "Trademark Agreement"), dated as of April 12, 1993 evidencing the Lenders' security interests in the Trademark Collateral;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to the Agent for the benefit of the Lenders a security interest in substantially all of the assets of Grantor including all right, title and interest in, to and under the Trademark Collateral to secure payment of all amounts owing by Grantor under the Credit Agreement, and the Lenders' security interests in the Trademark Collateral, as evidenced by the Security Agreements, are to remain in full force and effect from the date of the Security Agreements:

WHEREAS, in connection with the refinancing of its indebtedness, the Grantor will repay all amounts owing by the Grantor under the Credit Agreement (the "Repayment"), and the Grantor has requested that, upon such Repayment, the Security Agreements be terminated and any security interests in the Trademark Collateral held by the Agent be released; and

WHEREAS, the Agent wishes to (i) terminate the Security Agreements against the Trademark Collateral recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Trademark Collateral; (iii) restore all right, title and interest in and to the Trademark Collateral to Grantor; and (iv) dissolve any and all liens and encumbrances respecting the Trademark Collateral, as set forth herein.

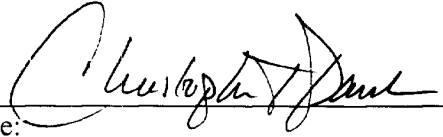
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. On or prior to the date hereof, the Grantor shall pay to the Agent all amounts owing by the Grantor under the Credit Agreement.
2. The Agent hereby releases its security interest in all of the trademarks of the Grantor, including the Trademark Collateral, and discharges, quit claims and relinquishes unto Grantor any and all rights, title and interest it has in and to the Trademark Collateral, and more particularly hereby releases the security interest granted by Grantor in the Trademark Collateral, of which was recorded beginning at Reel 0963, Frame 039 in the records of the United States Patent and Trademark Office.
3. The parties hereto agree to take such reasonable action necessary to cause this Release and Termination Agreement to be recorded in the United States Patent and Trademark Office as evidence of the release granted by the Agent hereunder.

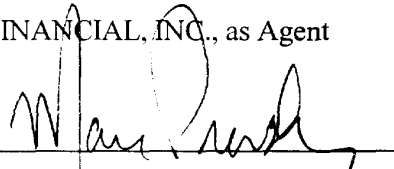
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

JACKSON PRODUCTS, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HELLER FINANCIAL, INC., as Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**MARC A. PRESSLER**  
**VICE PRESIDENT**





**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

AUGUST 06, 1998

PTAS

BINGHAM DANA LLP  
MELANIE J. BROCKWAY, ESQ.  
150 FEDERAL STREET  
BOSTON, MA 02110



\*100730114A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 100730114

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. TWO OF THE REGISTRATION NUMBERS LISTED ON THE SCHEDULE ARE INVALID. ALL U.S. REGISTRATION NUMBERS CONSISTS OF NO MORE THAN SEVEN NUMBERS CHARACTERS. THE REGISTRATION NUMBERS 1,0241669 AND 1,6119284 EACH CONTAIN EIGHT NUMBERS. PLEASE CLARIFY.

MAYA BENNETT, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECORDED: 06/04/1998

TRADEMARK  
REEL: 1775 FRAME: 0803