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RECC

10-29-1998

HEET

OMB No. 0651-0011 (exp. 4/9)

10-26-98

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100865453

To the Honorable Commissioner of Patents and Trademarks

and original documents or copy thereof.

1. Name of conveying party(ies): Norwesco, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: October 15, 1998

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Agent

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

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

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration 1,828,032 1,828,033

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: 4005 Research St NW

Suite 101

City: Washington State DC ZIP: 20004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

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

10/27/1998 T10111 00000007 10000000

DO NOT USE THIS SPACE

01 FC:481 40.00 OP 02 FC:482 25.00 OP

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 of the original document.

Nancy A. Butler Name of Person

Signature

10/19/98 Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 1805 FRAME: 0596

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Intellectual Property used and owned by the Company consists of:

- (i) U.S. Trademark for Company's logo, Reg. No. 1,828,032, dated March 29, 1994.
- (ii) U.S. Trademark for Company's name, Reg. No. 1,828,033, dated March 29, 1994.
- (iii) Canadian Trademark for Company's name, Certificate of Reg. No. 439,880.
- (iv) Canadian Trademark for Company's logo, Certificate of Reg. No. 439,881.
- (v) Mexican Trademark for Company's name, Reg. No. 463471.
- (vi) Mexican Trademark for Company's logo, Reg. No. 461064.
- (vii) The Company may also have certain common law rights to the trademarks or trade names "Norwesco", "Tanks Limited" and "RotoTech Industries."

TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

NONE

M1.426563.01

**TRADEMARK
REEL: 1805 FRAME: 0597**

TRADEMARK SECURITY AGREEMENT

WHEREAS, NORWESCO, INC., a Minnesota corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of October 15, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of Agent and all other lenders thereto ("Lenders"), and all Lenders from time to time, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 15, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and all other Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to


the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGE FOLLOWS]

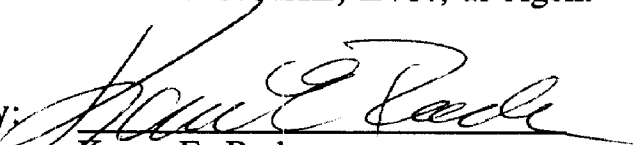
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 15th day of October, 1998.

NORWESCO, INC.

By: 
Paul F. Klaus
Vice President &
Chief Financial Officer

ACKNOWLEDGED:

HELLER FINANCIAL, INC., as Agent

By: 
Karen E. Rode
Vice President

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

On the 15th day of October, 1998 before me personally appeared Paul F. Klaus, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President and Chief Financial Officer of Norwesco, Inc., a Minnesota corporation, who being by me duly sworn, did depose and say that he is the Vice President and Chief Financial Officer of Norwesco, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal}

My commission expires:



ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF *Hennepin*)

On the 15th day of October, 1998 before me personally appeared Karen E. Rode, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as a Vice President of Heller Financial, Inc., a Delaware corporation, who being by me duly sworn, did depose and say that she is a Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal}

My commission expires:

