

07-28-1999



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7-26-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

Conveyance Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/27/1999 DMGUYEM 00000176 1875377

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01 FC:481
02 FC:482

40.00 DP
25.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 001935 FRAME: 0118

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

KEY JRN 70
FEDERAL RESEARCH GROUP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Sharon S. McMahan

Sharon S. McMahan

7/21/99

Name of Person Signing

Signature

Date Signed

SECOND TRADEMARK MORTGAGE

THIS SECOND TRADEMARK MORTGAGE (this "Second Mortgage"), made as of the 29th day of June, 1999 by and between MEARTHANE PRODUCTS CORPORATION, a Rhode Island corporation ("Borrower"), and HELLER FINANCIAL, INC., a Delaware corporation, as agent ("Agent") for the benefit of all Lenders.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement dated February 6, 1998 among Borrower, Agent and Lenders from time to time party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make certain loans to Borrower, and to extend certain other financial accommodations to or for the benefit of Borrower; and

WHEREAS, pursuant to a certain Security Agreement dated February 6, 1998 between Agent and Borrower (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Security Agreement") Borrower has granted to Agent a continuing security interest in certain of Borrower's assets, including, without limitation, the Trademarks (as defined below);

WHEREAS, Borrower and Agent entered into that certain Trademark Mortgage dated as of February 6, 1998 which was duly recorded in the United States Patent and Trademark Office on March 10, 1998, Reel/Frame 1697/0824 (the "First Mortgage");

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Agent agree as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for the benefit of Agent and Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademark (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"). The grant of a security interest set forth herein is a supplement to, and not a replacement of, the first grant set forth in the First Mortgage.

3. New Trademarks. Borrower represents and warrants that the Trademarks listed on Schedule A hereto together with those Trademarks listed on Schedule A to the First Mortgage constitute all of the federally registered Trademarks now owned by Borrower. If, before the Obligations shall have been satisfied in full and the Security Agreement has been terminated, Borrower shall obtain any new federally registered Trademarks, Borrower shall give Agent prompt written notice thereof. Borrower hereby agrees that, upon Agent's written request, Borrower will execute and deliver to Agent one or more supplements to this Second Mortgage, each in form and

content substantially similar to this Second Mortgage, in respect of any and all new federally registered Trademarks owned by Borrower.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Security Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. Borrower acknowledges and agrees that this Second Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Second Mortgage shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS SECOND MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS SECOND MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SECOND MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS SECOND MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Mortgage as of the date first above written.

MEARTHANE PRODUCTS CORPORATION
("Borrower")

By *William Redmond*
Its *Chairman*

Accepted and Agreed to as of the date first written above:

HELLER FINANCIAL, INC.
("Agent")

By *Amrita Ghosh*
Its *Vice President*

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
It'll Stop You Cold	U.S. #1875377	Issued 1/24/95
Mearthane	U.S. #806162	Issued 3/29/66