

12-01-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101211472

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

MND 11/24/99

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- 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

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.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

12/01/1999 TTON11 00000031 2150784

01 FC:581 40.00 OP
02 FC:482 200.00 OP

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

TRADEMARK
REEL: 001993 FRAME: 0219

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)

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)

<input type="text" value="75/549,193"/>	<input type="text" value="75/417,657"/>	<input type="text" value="73/790,252"/>
<input type="text" value="73/787,594"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,150,784"/>	<input type="text" value="2,072,854"/>	<input type="text" value="958,296"/>
<input type="text" value="2,048,670"/>	<input type="text" value="820,300"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Todd S. Sharinn

Name of Person Signing

T.S.S.

Signature

11/24/99

Date Signed

AMENDMENT OF TRADEMARK SECURITY AGREEMENT

This Amendment of Trademark Security Agreement (the "Amendment") is executed as of this 16th day of November 1999 by Bank of America, N.A., formerly NationsBank, N.A., f/k/a The Boatmen's National Bank of St. Louis, N.A. ("Bank") pursuant to its rights under that certain Trademark Security Agreement by and between Bank and Seco Products Corporation ("Seco") dated August 21, 1992 ("Original Security Agreement").

WITNESSETH

WHEREAS, Seco and Bank are parties to the Original Security Agreement, which was filed in the United States Patent and Trademark Office on September 2, 1992 at Trademark Reel 0891, Frames 0642 through 0651, as reaffirmed and modified by that certain Reaffirmation and Modification dated as of January 27, 1994 executed by Seco and delivered to Bank (the Original Assignment, as subsequently modified, is hereinafter referred to as the "Security Agreement");

WHEREAS, the Security Agreement presently encumbers in favor of Bank all of Seco's rights, claims and interests in and to all of the trademark registrations and applications, as well as all foreign counterparts thereof, owned by or licensed to Seco, and all of the goodwill connected with and symbolized by such trademark registrations and applications;

WHEREAS, pursuant to the Security Agreement, Seco has authorized the Bank to amend the Security Agreement by amending Schedule A to the Security Agreement to include any future trademarks and licenses;

WHEREAS, Bank is hereby amending the Security Agreement to include certain trademark registrations and applications, as well as all foreign counterparts thereof, and all of the goodwill connected with and symbolized by such trademark registrations and applications that Seco has acquired an interest in and to whether by operation of law, assignment, license or otherwise (the "Additional Trademarks");

NOW, THEREFORE, in consideration of the foregoing and pursuant to the Security Agreement, the Bank amends the Security Agreement as follows:

1. Modification to Security Agreement. Each and every reference in the Security Agreement to that certain Loan Agreement dated as of August 21, 1992 between Seco and Bank (the "Loan Agreement") shall be deemed to include the Loan Agreement as amended and restated by the Second Restated Agreement, as such agreement has been and may be further amended, restated, extended, and otherwise modified. Schedule A to the Security Agreement has been modified to add specific references to the Additional Trademarks as more specifically described on the amended Schedule A attached hereto.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date and year first above written.

BANK OF AMERICA, N.A.

Leslie Reuter

Leslie Reuter
Managing Director

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On this 16th day of November, 1999, before me personally appeared Leslie Reuter, to me personally known, who, being by me duly sworn, did say that she is Managing Director of Bank of America, N.A., a national banking association, and that she signed the foregoing instrument with the authority of and as the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.

Sharon R. Hayes
Notary Public

My commission expires: April 25 2003



SCHEDULE A

TRADEMARK	SERIAL/REGISTRATION NO.
Phasewave	75-549,193
Perfect Serve	75-417657
Quick Temp	2150784
Royal Legacy	2072854
Perfect Temp (words and design)	2048670
Therma-Tray (Service Mark)	958,296
Thermaflo (and design)	73-790,252
Spring-pak	73-787,594
Circul-air	820,300