

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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07-14-2000

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



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original documents or copy thereof.

MRD 6-15-00

1. Name of conveying party(ies):

GREAT LAKES CORPORATION

- Individual(s), General Partnership, Corporation-State, Other

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

2. Name and address of receiving party(ies)

Name: FIRSTAR BANK, N.A.

Internal Address:

Street Address: 30 N. Michigan Ave.

City: Chicago State: IL ZIP: 60602

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

3. Nature of conveyance:

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

Execution Date: August 6, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,626,697

Additional numbers attached? Yes No

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

Name:

RETURN TO: FEDERAL RESEARCH CORP. 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

City: State: ZIP:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

07/14/2000 NTHA11 00000013 1626697

DO NOT USE THIS SPACE

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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.

Janice E. Cohen Name of Person Signing

Signature: Janice E. Cohen Date: 6/15/2000

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

5

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

TRADEMARK REEL: 002099 FRAME: 0838

SECURITY INTEREST IN TRADEMARKS

This 6th day of August 1999, GREAT LAKES CORPORATION, an Illinois corporation ("*Debtor*"), with its principal place of business and mailing address at 2500 Irving Park Road, Chicago, Illinois, in consideration for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to FIRSTAR BANK, N.A. (together with its successors and assigns, "*Secured Party*"), a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages:

to secure performance of all Obligations of Assignor as set out in that certain Intellectual Property Security Agreement dated as of the date hereof, by and between Debtor and Secured Party (the "*Agreement*").

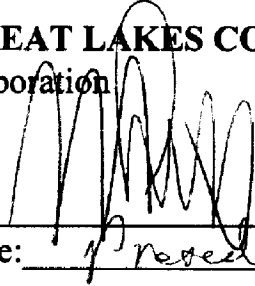
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

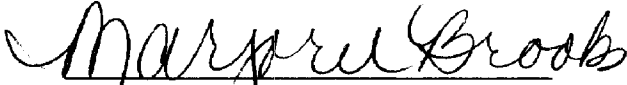
IN WITNESS WHEREOF, Assignor has caused this Security Interest in Trademarks to be duly executed as of the date and year first written above.

DEBTOR:

GREAT LAKES CORPORATION, an Illinois corporation

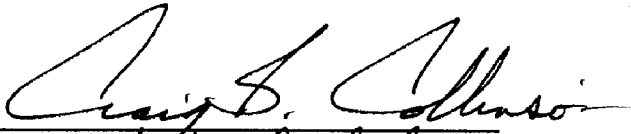
By: 
Title: President

ATTEST:


Its Secretary

SECURED PARTY:

FIRSTAR BANK, N.A.

By: 
Title: First Vice President

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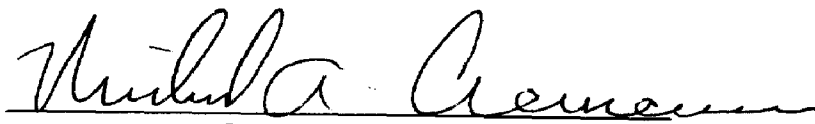
Schedule A

Trademarks

<u>Mark</u>	<u>Date Issued</u>	<u>Registration Number</u>
Great Lakes (and design)	December 11, 1990	1,626,697

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 6th day of August 1999, before me personally appeared the above-named Michael Levy, to me known, who being by me duly sworn according to law, on his oath stated that he is the President of GREAT LAKES CORPORATION and acknowledged that he signed, sealed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation.


Notary Public

My Commission Expires:

