

05-14-2001



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FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3.30.01

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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Dunn-Edwards Corporation

Execution Date
Month Day Year
04192001

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name LaSalle Business Credit, Inc.

DBA/AK/A/T/A

Composed of

Address (line 1) 135 South LaSalle Street

Address (line 2)

Address (line 3) Chicago ILLINOIS, USA 60603
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization Delaware

5/11/2001 JJALLAH2 00000009 76036106

FOR OFFICE USE ONLY

1 FC:481 40.00 DP
2 FC:482 2000.00 DP

Ref: JJALLAH2 000015126 \$175.00
CHECK REFUND

Public burden reporting for this collection of information is estimated to average approximately 20 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 002293 FRAME: 0685

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)

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.

Deborah E. Taylor
Name of Person Signing

Deborah E. Taylor
Signature

4/27/01
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Dunn-Edwards Corporation

04/19/2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization California

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DBA/AKA/TA

Composed of

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Address (line 3) Chicago
City

Illinois, USA
State/Country

60603
Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an

Corporation Association

Other

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 the Assignment.)

Citizenship/State of Incorporation/Organization Delaware

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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

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<u>2012272</u>	<u>1750150</u>	<u>1667296</u>
<u>1991935</u>	<u>1714866</u>	<u>2253230</u>
<u>1600191</u>	<u>1599087</u>	<u>1635209</u>
<u>2057503</u>	<u>1635210</u>	<u>1634608</u>
<u>1644169</u>	<u>1600190</u>	<u>1639321</u>
<u>1739328</u>	<u>1635208</u>	<u>1652842</u>

TRADEMARK

REEL: 002293 FRAME: 0687

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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Patent and Trademark Office
TRADEMARK

Conveying Party

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Execution Date
Month Day Year

Name Dunn-Edwards Corporation

04/9/01

Formerly

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Other

Citizenship State of Incorporation/Organization California

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TRADEMARKS

	Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	First Use Date
<u>Trademarks</u>							
Acn Flat	Registered	74/472805	12/20/1993	1884478	3/21/1995	3/21/2005	5/10/1993
Acn-Hues	Registered	73/834085	10/26/1989	1600196	6/12/1990	6/12/2010	
Acriloc	Pending	76/036106	4/27/2000	N/A	N/A	N/A	
Alkyfall	Pending	76/017652	4/3/2000	N/A	N/A	N/A	
Alkylseal	Registered	74/054528	4/30/1990	1636600	3/5/1991	3/5/2001	
Aquafall	Pending	76/017651	4/3/2000	N/A	N/A	N/A	
Aquaglide	Pending	76/017650	4/3/2000	N/A	N/A	N/A	
Aristogloss	Abandoned	75/037788	12/27/1995	N/A	N/A	N/A	
Aristosheen	Abandoned	75/037651	12/27/1995	N/A	N/A	N/A	
Aristoshell	Abandoned	75/037773	12/27/1995	N/A	N/A	N/A	
Aztac	Abandoned	N/A	N/A	N/A	N/A	N/A	
Bloc-Rust	Registered	74/054529	4/30/1990	1797428	10/12/1993	10/12/2003	7/25/1966
Cabrillo	Abandoned	N/A	N/A	N/A	N/A	N/A	
Compo	Abandoned	73/833879	10/26/1989	1863888	10/12/1991	10/12/2001	
Compo	Registered	75/444822	3/5/1998	2238824	4/13/1999	4/13/2009	
Crystaclear	Registered	73/833938	10/26/1989	1598042	5/29/1990	5/29/2010	
Crystal Pro	Abandoned	74/492893	2/22/1994	N/A	N/A	N/A	
Decoglo	Registered	73/834000	10/26/1989	1597037	5/22/1990	5/22/2010	6/30/1970
Decolac	Registered	73/833943	10/26/1989	1613451	9/18/2000	9/18/2010	
Decosheen	Registered	74/054567	4/30/1990	1650515	7/16/1991	7/16/2001	9/21/1987
Decovel	Registered	73/834830	10/30/1989	1609510	8/14/1990	8/14/2010	10/30/1956
Del Mar	Abandoned	N/A	N/A	N/A	N/A	N/A	
Dunn Edwards Paints	Registered	73/834084	10/26/1989	1600195	6/12/1990	6/12/2010	
Dunn Edwards Paints	Registered	73/834150	10/26/1989	1597945	5/22/1990	5/22/2010	
Dunn Edwards Paints	Registered	73/834101	10/26/1989	1597944	5/22/1990	5/22/2010	
Dunn Edwards Paints & Design	Registered	73/834083	10/26/1989	1600194	6/12/1990	6/12/2010	
Dunn Edwards & Design	Registered	73/834100	10/26/1989	1600199	6/12/1990	6/12/2010	
Dunn Edwards & Design in Color	Registered	73/834102	10/26/1989	1601600	6/12/1990	6/12/2010	
Dunn Edwards Paints and Design (Bronze)	Registered	73/834099	10/26/1989	1600198	6/12/1990	6/12/2010	
Dunn Edwards Paints and Design (Green)	Registered	73/834070	10/26/1989	1608713	8/7/1990	8/7/2010	
Dunn Edwards Paints and Design (Orange)	Registered	73/834098	10/26/1989	1600197	6/12/1990	6/12/2010	
Duraflo	Registered	73/833940	10/26/1989	1598043	5/29/1990	5/29/2010	
Edureseal	Registered	74/472803	12/20/1993	1987454	7/16/1996	7/16/2006	
Eff-Stop	Registered	73/834077	10/26/1989	1607916	7/31/1990	7/31/2010	2/27/1988
Endura-Coat	Pending	76/169051	10/20/2000	N/A	N/A	N/A	
Enduratec	Registered	74/054456	4/30/1990	1636599	3/5/1991	3/5/2001	
Endurawall	Registered	74/472804	12/20/1993	1873502	1/17/1995	1/17/2005	3/28/1990
Evershield	Registered	73/834152	10/26/1989	1600201	6/12/1990	6/12/2010	12/28/1959
Icon Design in Class 2	Pending	76/179110	12/7/2000				
Kwik-Tip	Registered	74/567458	8/29/1994	2008935	10/15/1996	10/15/2006	4/15/1994
M-P Prime	Registered	75/170565	9/23/1996	2263832	7/27/1999	7/27/2009	10/31/1996
Perfecta Gold	Registered	74/634071	2/14/1995	2011045	10/22/1996	10/22/2006	3/20/1995
Permagloss	Registered	74/145716	3/8/1991	1693887	6/16/1992	6/16/2002	12/1/1989
Permasheen	Registered	73/834117	10/26/1989	1600200	6/12/1990	6/12/2010	7/16/1970

	Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	First Use Date
<u>Trademarks (continued)</u>							
Permasheil	Registered	74/497482	3/7/1994	2012272	10/29/1996	10/29/2006	
Premier Classic 2000	Registered	74/567339	8/29/1994	1991935	8/6/1996	8/6/2006	8/18/1994
Pro Reach	Abandoned	75/059928	2/20/1996	N/A	N/A	N/A	
Prokote (Arizona)	Closed	N/A	N/A	N/A	N/A	N/A	
Prokote (California)	Closed	N/A	N/A	N/A	N/A	N/A	
Prokote (Nevada)	Closed	N/A	N/A	N/A	N/A	N/A	
Prokote (New Mexico)	Closed	N/A	N/A	N/A	N/A	N/A	
Quick-Wall II	Registered	73/834071	10/26/1989	1800191	6/12/1990	6/12/2010	9/30/1982
Quik-Wall	Registered	75/128384	7/11/1996	2057503	4/29/1997	4/29/2007	
Rancho	Registered	73/833941	10/26/1989	1644169	5/14/1991	5/14/2001	
Rancho Hues	Registered	74/166140	5/13/1991	1739328	12/15/1992	12/15/2002	
Recover	Pending	76/129637	9/15/2000	N/A	N/A	N/A	
Satin Sheen	Registered	73/834069	10/26/1989	1659327	10/8/1991	10/8/2001	
Silky-Flo	Registered	74/285242	6/16/1992	1750150	2/2/1993	2/2/2003	
Spartaglo	Pending	76/017056	4/3/2000	N/A	N/A	N/A	
Spartagloss	Pending	76/017055	4/3/2000	N/A	N/A	N/A	
Spartasheen	Pending	76/017054	4/3/2000	N/A	N/A	N/A	
Spartasheil	Pending	76/017053	4/3/2000	N/A	N/A	N/A	
Stainseal	Registered	74/150262	5/22/1991	1714866	9/15/1992	9/15/2002	
Summertime Pro	Registered	74/474645	12/20/1993	7/11/1995	1904985	7/11/2005	
Super U-385	Registered	74/054563	4/30/1990	4/23/1991	1641845	4/23/2001	
Super-Loc	Registered	75/387685	11/10/1997	12/22/1998	2212901	12/22/2008	9/26/1996
Superloc	Abandoned	75/030740	12/11/1995	N/A	N/A	N/A	
Suprema	Registered	73/833946	10/26/1989	1599087	6/5/1990	6/5/2010	1/31/1960
Surfacto	Registered	74/054566	4/30/1990	1635210	2/19/1991	2/19/1991	
Syn-Lustro	Registered	73/834068	10/26/1989	1600190	6/12/1990	6/12/2010	
The Paint That Protects	Pending	76/150419	10/19/2000	N/A	N/A	N/A	
Titanium Pro	Published	75/625133	1/22/1999	N/A	N/A	N/A	
Tredseal	Registered	74/054532	4/30/1990	1635208	2/19/1991	2/19/2001	
Ultrasield	Registered	74/007257	12/4/1989	1762274	4/6/1993	4/6/2003	
Versaflat	Pending	76/017052	4/3/2000	N/A	N/A	N/A	
Versaglo	Pending	76/017050	4/3/2000	N/A	N/A	N/A	
Versagloss	Pending	76/017653	4/3/2000	N/A	N/A	N/A	
Versasatin	Pending	76/017051	4/3/2000	N/A	N/A	N/A	
Versawall	Pending	76/036105	4/27/2000	N/A	N/A	N/A	
Vin-L-TeX	Abandoned	73/833947	10/26/1989	1667296	12/10/1991	12/10/2001	
Vin-L-TeX	Registered	75/444821	3/5/1996	2253230	6/16/1999	6/15/2009	
Walltone	Registered	74/054533	4/30/1990	1635209	2/19/1991	2/19/2001	
Wellborn	Registered	74/051414	4/23/1990	1634608	2/12/1991	2/12/2001	7/1/1959
Wellborn	Registered	74/052021	4/23/1990	1639321	3/26/1991	3/26/2001	
Wellborn & Design	Registered	74/051804	4/23/1990	1652842	8/6/1991	8/6/2001	
Wellborn & Design (Pottery)	Registered	74/051825	4/23/1990	1660462	10/15/1991	10/15/2001	
Wellborn (stylized)	Registered	74/051391	4/23/1990	1632723	1/22/1991	1/22/2001	
Wellborn (stylized)	Registered	74/051401	4/23/1990	1636597	3/5/1991	3/5/2001	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is dated as of April 4, 2001, but not effective until April 9th, 2001, by Dunn-Edwards Corporation, a California corporation ("Grantor") in favor of LaSalle Business Credit, Inc., a Delaware corporation, in its capacity as Collateral Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee, Heller Financial, Inc., as Administrative Agent for the Lenders, and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) 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 (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under 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; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

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

1. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee

that:

(i) No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(iii) Grantor has no written notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as provided in Section 6 below, Grantor shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled

to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter with respect to the Trademarks that are material to the operation of Grantor's business, as now or hereafter conducted, (ii) preserve and maintain all rights in the Trademarks that are material to the operation of Grantor's business, as now or hereafter conducted, and (iii) ensure that the Trademarks that are material to the operation of Grantor's business, as now or hereafter conducted, are and remain enforceable.

8. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 8.


9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Loan Agreement has been terminated. Grantor agrees that upon the occurrence of an Event of Default, the use by Grantee of all the Trademarks shall be without any liability for royalties or other related charges from Grantee to Grantor. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

10. Survival of Representations. All representations and warranties of Grantor contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

DUNN-EDWARDS CORPORATION

By: 
Its: President

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC., as Collateral Agent

By: _____
Its: _____

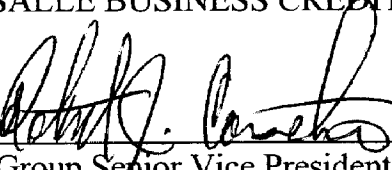
IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

DUNN EDWARDS CORPORATION

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC., as Collateral Agent

By:  _____
Its: Group Senior Vice President

STATE OF CALIFORNIA)

COUNTY OF)

Los Angeles

) SS
)

On the 4th day of April, 2001, before me, Donna Wolfe,
a notary public, personally appeared M. G. Rose,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Donna Wolfe

Notary Public
My commission expires:



STATE OF ILLINOIS

)

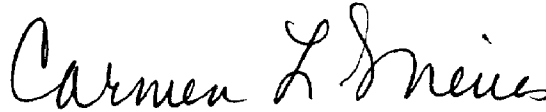
) SS

COUNTY OF COOK

)

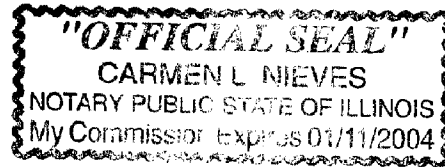
On the 5th day of April, 2001, before me, Carmen L. Nieves, a notary public, personally appeared Robert J. Corsentino, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.



Notary Public

My commission expires:



SCHEDULE A