

01-06-2004

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Norwesco, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other MN Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation, as Agent Internal Address: Street Address: 500 West Monroe Street City: Chicago State: IL Zip: 60661 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State DE [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 12/22/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,828,033; 1,828,032 Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kristin Brozovic Internal Address: Street Address: Latham & Watkins Illinois LLC 233 S. Wacker Drive, Suite 5800 City: Chicago State: IL Zip: 60606

7. Total fee (37 CFR 3.41) \$ 65.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

01/06/2004 DBYRNE 00000002 1828033

DO NOT USE THIS SPACE

9. Signature. 40.00 OP 25.00 OP 120.00 OP

Kristin Brozovic Signature Date 12/31/03

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK REEL: 002772 FRAME: 0788

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 22, 2003, by NORWESCO, INC., a Minnesota corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"); which amended and restated that certain Credit Agreement, dated as of October 15, 1998 (including all annexes, exhibits and schedules thereto, as heretofore amended, restated, supplemented or otherwise modified (the "Existing Credit Agreement") among Grantor, the lenders party thereto (the "Existing Lenders") and Heller Financial, Inc., individually as a lender and as agent for all Existing Lenders (in such capacity, the "Existing Agent"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor; and

WHEREAS, Grantor and the Existing Agent are parties to that certain Trademark Security Agreement dated as of October 15, 1998 (as amended or otherwise modified prior to the date hereof, the "Existing Trademark Security Agreement"); and

WHEREAS, pursuant to an Agency Assignment Agreement dated as of the date hereof, Existing Agent has resigned from the performance of all its agency functions and duties under the Existing Credit Agreement and the Existing Lenders, with the consent of the Grantor, appointed Agent as successor Agent under the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement); and

WHEREAS, an express condition precedent to Grantor's continuing receipt of any Loans and the benefit of Letter of Credit Obligations is that it shall have entered into that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") between Grantor and Agent and pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement and in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto (but specifically excluding all Restricted Intellectual Property and Foreign Intellectual Property);

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

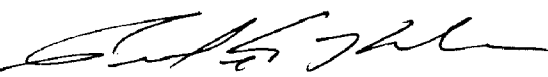
3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. AMENDMENT AND RESTATEMENT. This Agreement amends, restates and supercedes the Existing Trademark Security Agreement; provided, that (i) liens and security interests in favor of Agent for the benefit of Agent and Lenders securing payment of the Obligations are in all respects continuing and in full force and effect with respect to all Obligations and (ii) all references in the Loan Documents to the Existing Trademark Security Agreement shall be deemed to refer without further amendment to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORWESCO, INC.

By: 
Name: Paul F. Klaus
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

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[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002772 FRAME: 0791

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORWESCO, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Joseph U Walker
Name: Joseph U Walker
Title: Its Duly Authorized Signatory

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[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002772 FRAME: 0792

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

MARK	REGISTRATION NUMBER	COUNTRY	DATE
NORWESCO	1,828,033	USA	3/29/94
Miscellaneous Design (NW Logo)	1,828,032	USA	3/29/94
NORWESCO	439,880	CANADA	2/24/95
Miscellaneous Design (NW Logo)	439,881	CANADA	2/24/95
NORWESCO	463471	MEXICO	11/29/94
Miscellaneous Design (NW Logo)	431064	MEXICO	11/29/93

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.