

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sampco, Inc.		12/04/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One South Wacker Drive, Suite 3400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	national banking institution:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1040989	CLASICO	
Registration Number:	1456700	SAMPCO	
Registration Number:	2426866	SAMPCO	
Registration Number:	2521769	CLASICO	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	55 E. Monroe St., Ste. 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2759.160		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$115.00 1040989

Signature:

/sharon patterson/

Date:

01/09/2007

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of December 4, 2006, by SAMPCO, INC., an Illinois corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking institution ("Lender").

W I T N E S S E T H:

WHEREAS, Grantor and Lender are each party to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and certain other financial accommodations to Grantor;

WHEREAS, Grantor and Lender (as assignee of General Electric Capital Corporation pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between Lender and General Electric Capital Corporation) are each party to that Trademark Security Agreement dated as of December 28, 1999 (including all schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Trademark Security Agreement");

WHEREAS, Lender is willing to make the Loans and certain other financial accommodations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have amended and restated the Original Trademark Security Agreement; and

WHEREAS, this Trademark Security Agreement amends and restates the Original Trademark Security Agreement in its entirety;

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 Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender 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;

(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. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Grantor hereby acknowledges and reaffirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENT AND RESTATEMENT OF THE ORIGINAL TRADEMARK SECURITY AGREEMENT. This Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement. Grantor hereby reaffirms the validity, perfection and priority of the security interests arising under the Original Trademark Security Agreement, which security interests remain continuous and shall be governed by the terms of this Trademark Security Agreement from and following the date hereof.

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

SAMPCO, INC.



By: Richard F. Smaligo
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: Duly Authorized Signatory


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

SAMPCO, INC.

By: Richard F. Smaligo
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By: 

Name: Philip Nomura

Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Clasico	1,040,989	June 8, 1976
Sampco	1,456,700	September 8, 1987
Sampco	2,426,866	February 6, 2001
Clasico	2,521,769	December 25, 2001
Clasico	23,599 – Jamaica	August 2, 1982
Clasico	23,978 – Puerto Rico	January 14, 1982

TRADEMARK APPLICATIONS

Grantor owns no Trademark Applications.

TRADEMARK LICENSES

Technology Agreement by and between Grantor and Mittal Steel (as successor in interest to Weirton Steel Corporation) dated May 6, 2002, whereby Grantor licenses technology from Mittal Steel, including Tooling Systems for respective fabrication and for subsequent utilization of full-panel convenience-feature end closure structures, along with integral convenience-feature openers and opening methods, operating procedures for using such end closure structures, information on optimum selection of flat-rolled steel substrate, and protective finishing of selected flat-rolled steel substrate.

Agreement by and between Grantor and Mittal Steel (as successor in interest to Weirton Steel Corporation) dated May 6, 2002, whereby Mittal Steel authorizes Grantor to sub-license technology to Bertin Ltda, including Tooling Systems for respective fabrication and for subsequent utilization of full-panel convenience-feature end closure structures, along with integral convenience-feature openers and opening methods, operating procedures for using such end closure structures, information on optimum selection of flat-rolled steel substrate, and protective finishing of selected flat-rolled steel substrate.

License Agreement by and between Saborosa Foods, LLC and Grantor effective as of September 1, 2004, whereby Saborosa Foods, LLC grants a license to Grantor to manufacture, process, package, distribute and sell food products under the trademark and copyright held by Saborosa Foods, LLC.