

11-05-2002



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

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): SNE Enterprises, Inc. 103002
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal Address:
Address:
Street Address: 135 South LaSalle Street
City: Chicago State: IL Zip: 60603
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other a banking association
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 Merger
[X] Security Agreement Change of Name
Other
Execution Date: 09/20/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) see attached schedule A
Additional number(s) attached Yes No

B. Trademark Registration No.(s) see attached schedule A
76297561

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Adam L. Brookman; Godfrey & Kahn, S.C.
Internal Address:
Street Address: 780 N. Water Street
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 26
7. Total fee (37 CFR 3.41): \$ 665.00
[X] Enclosed
[X] Authorized to be charged to deposit account for any deficiencies
8. Deposit account number: 07-1509
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Adam L. Brookman
Name of Person Signing Signature Date 10/25/02

Total number of pages including cover sheet, attachments, and document: 5

11/04/2002 LAMUELLER 00000097 76297561



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




01 FD:8521 40.00 OP
02 FD:8522 625.00 OP



TRADEMARK REEL: 2609 FRAME: 0904

Exhibit A

US TRADEMARKS OWNED BY SNE ENTERPRISES, INC.

MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
SMARTSERVICE	76/297,561	08/08/01	Pending
SMARTTOOLS	76/297,557	08/08/01	Pending
SMARTQUOTE	76/255,153	05/10/01	Pending
ESMARTRAK	76/255,152	05/10/01	Pending
HOMECARE	2,436,930	03/20/01	Registered
PRIMECREST	2,431,497	02/27/01	Registered
EARTHGARD	75/931,659	02/29/00	Pending
THE RIGHT WINDOW, RIGHT ON TIME.	2,183,898	08/25/98	Registered
THE PRODUCT SERIES	2,259,868	07/06/99	Registered
	2,215,289	12/29/98	Registered
	2,116,370	11/25/97	Registered

MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
PROCRAFT	2,181,359	08/11/98	Registered
CRESTFIT	2,182,872	08/18/98	Registered
CRESTLINE	1,869,215	12/27/94	Registered
	1,844,446	07/12/94	Registered
	1,816,315	01/11/94	Registered
SUN PLUS 4	1,587,834	03/20/90	Registered
SMART R	1,565,962	11/14/89	Registered
VETTER	1,515,399	12/06/88	Registered
	1,178,153	11/17/81	Registered
CRESTCLAD	1,084,500	02/07/78	Registered
CRESTOPANE	947,096	11/14/72	Registered
Duo temp	631,142	07/24/56	Registered

MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
	76/342,918	11/28/01	Pending
	76/319,230	09/28/01	Pending
SMARTTRAKR	76/314,699	09/11/01	Pending

**NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS**

UNITED STATES PATENT AND TRADEMARK OFFICE

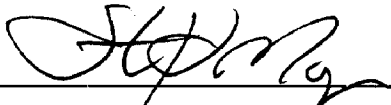
Ladies and Gentlemen:

Please be advised that pursuant to the Patent and Trademark Security Agreement dated as of September 20, 2001 (the "Security Agreement"), by SNE ENTERPRISES, INC. (the "Debtor") and LASALLE BANK NATIONAL ASSOCIATION (the "Secured Party"), the Debtor has granted to the Secured Party for itself and as agent for each of the banks appearing on the signature page of the Loan Agreement (as defined in the Security Agreement) a continuing security interest in and continuing lien upon, the trademark registrations and/or trademark applications listed in **Exhibit A**, attached hereto.

The Secured Party, hereby acknowledges that the security interest in the foregoing trademark registrations and/or trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark registration or trademark application.

Very truly yours,

LASALLE BANK NATIONAL ASSOCIATION

By:  _____

Name: Stephen L. Mayer

Title: Vice President

MW646086_1.DCC