

5-15-98

FORM PTO-1594
1-31-92

05-21-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100716740

To the Honorable Commissioner of

ned original documents or copy thereof.

1. Name of conveying party(ies):

Buxton Acquisition Co., L.L.C.
45 Plainfield Street
Chicopee, Massachusetts 01013

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☒ Other - Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 21, 1998

2. Name and address of receiving party(ies):

Name: First Union Commercial CorporationStreet Address: 123 South Broad & Walnut StreetCity: Philadelphia State: Pennsylvania ZIP: 19109

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation - State of North Carolina
☐ 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) and address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

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

Name: Joan T. Pinaire, Esq.
 Internal Address: McCarter & English, LLP
4 Gateway Center

Street Address: 100 Mulberry StreetCity: Newark State: New Jersey ZIP: 071016. Total number of applications and registrations involved: 367. Total Fee (37 CFR 3.41): \$ 915.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

05/20/1998 JSHABAZZ 00000015 372185

DO NOT USE THIS SPACE

01 FC:481
02 FC:48240.00 OP
~~875.00 OP~~

9. Statement and Signature.

To the best of your knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joan T. Pinaire

Name of Person Signing

Signature

May 14, 1998

Date

Total number of pages comprising cover sheet: 9

TRADEMARK

REEL: 1728 FRAME: 0785

SCHEDULE "A"
TO TRADEMARK COLLATERAL AGREEMENT

United States Registered Trademarks

<u>U.S. Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
372,185	3 WAY	10/24/39
506,268	CARD-TAINER	2/1/49
535,054	THINFOLD (SCRIPT)	12/19/50
544,695	CONVERTIBLE	7/3/51
578,592	STATESMAN	8/11/53
630,857	SPEC-TAINER	7/17/56
153 ,132	KEYTAINER	3/14/22
735,840	CONTOUR	8/14/62
782,638	KEY-TAINER	1/5/65
783,046	LADY BUXTON	1/12/65
783,047	LORD BUXTON	1/12/65
783,452	BUXTON	1/19/65
806,179	ORGANIZER	3/29/66
824,477	BUXTON	2/12/67
1,002,797	MUCH CLUTCH	1/28/75
1,172,938	BB DESIGN	10/31/81
1,193,631	DOPP	4/13/82
1,197,268	DOPP KIT	6/8/82
1,207,918	GAITOR-BAITOR	9/14/82
1,218,386	CAL-Q-SECRETARY	11/30/82
1,224,257	CAL-Q-CLUTCH	1/18/83
1,278,008	CAL-Q & DESIGN	5/15/84
1,290,067	CONTINENTAL SLIMS	8/14/84
1,346,173	CRAFTMARK	7/2/85
1,391,597	BUXTON BANKER	4/29/86
1,613,852	WEXFORD COLLECTION	9/18/90
1,706,775	PIK-ME-UPS	8/11/92
1,748,499	DOPP & EAGLE DESIGN	1/26/93
1,815,915	BUXTON & LION LOGO	1/11/94
1,869,589	STYLE SAC	12/27/94
2,041,036	LIFEBOOK-THE COMPLETE FAMILY ORGANIZER	2/25/97
2,042,972	EASY-TRAK	3/11/97
2,051,293	PIERSON & POST	4/8/97

United States Pending Trademarks

<u>Serial No.</u>	<u>Mark</u>	<u>Filing Date</u>
75/027,279	CONVERTIBLE	12/5/95
75/014,605	ENSEMBLE CLUTCH	11/2/95

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made as of the 21st day of April, 1998, by and between **BUXTON ACQUISITION CO., L.L.C.**, a Delaware limited liability company with its chief executive office and principal place of business at 45 Plainfield Street, Chicopee, Massachusetts 01013 ("**Borrower**") and **FIRST UNION COMMERCIAL CORPORATION**, a North Carolina corporation with a place of business at 123 South Broad and Walnut, Philadelphia, Pennsylvania 19109 ("**Lender**").

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a certain Commercial Revolving Loan and Security Agreement of even date herewith (the "**Loan Agreement**") whereby Lender has agreed to lend funds to Borrower on the terms and conditions set forth in the Loan Agreement (the Loan Agreement and all documents and agreements now or hereafter executed and delivered in connection with the financing contemplated by the Loan Agreement are hereinafter collectively referred to as the "**Loan Documents**"); and

WHEREAS, Lender has a security interest in substantially all the assets of Borrower pursuant to the Loan Documents such that it could be in a position to acquire such assets and in turn manufacture the goods and products covered by the Trademarks (as defined below) with the same standards of quality as Borrower; and

WHEREAS, Borrower is the record owner of the trademarks listed on **Schedule "A"** annexed hereto (the "**Trademarks**"), which Trademarks are registered or pending before the U.S. Patent and Trademark Office; and

WHEREAS, Borrower hereby grants Lender a security interest in the Trademarks on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in the Loan Documents and set forth herein, the parties hereto hereby agree as follows:

1. To secure the complete and timely satisfaction of all of the obligations of Borrower to Lender now existing or hereafter arising, including, without limitation, the obligations of Borrower to Lender under the Loan Documents (the "**Obligations**"), Borrower hereby grants, assigns and conveys to Lender, its successors and assigns, a continuing security interest in and lien upon all of Borrower's entire right, title and interest, whether now owned or hereafter acquired, in and to the Trademarks, including without limitation the good will of the business to which each of the Trademarks relates, all proceeds of the Trademarks (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights and interests of Borrower pursuant to licensing and other contracts pertaining to the Trademarks, all rights corresponding thereto throughout the world and all renewals thereof.

2. Borrower covenants and warrants that:

a. The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

b. To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable.

c. Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, registered user agreements, licenses, shop rights and covenants by Borrower not to sue third persons.

d. Borrower has the unqualified right to enter into this Agreement and perform its terms.

e. To the best of Borrower's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person.

f. Borrower has used and will continue to use for the duration of this Agreement proper statutory notice in connection with its use of the Trademarks.

g. Borrower has used and will continue to use for the duration of this Agreement consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Borrower hereby grants to Lender and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Borrower shall do any and all acts reasonably required by Lender to ensure Borrower's compliance with **paragraph "2g"** above.

4. Borrower agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Borrower's obligations under this Agreement, without Borrower's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Borrower shall obtain rights to any new trademarks, which trademarks are registered or pending before the U.S. Patent and Trademark Office, the provisions of **paragraph "1"** hereof shall automatically apply thereto and Borrower shall give to Lender prompt notice thereof in writing hereof.

6. Borrower authorizes Lender to modify this Agreement by amending **Schedule "A"** to include any future trademarks which are Trademarks under **paragraphs "1"** and/or **"5"** hereof.

7. Except for the security interest and lien herein granted, Borrower shall be the owner of the Trademarks, and shall maintain such Trademarks free from any lien, charge or other encumbrance, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons, and Borrower shall defend the same against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Lender. Borrower shall not pledge, mortgage or create, or cause to exist a lien on or security interest in any of the Trademarks in favor of any person other than Lender. Borrower will not sell or offer to sell or otherwise transfer its interest in any of the Trademarks without Lender's prior written consent. Notwithstanding anything to the contrary herein, Borrower shall, at Borrower's sole expense, be responsible at all times for maintaining, preserving and protecting the Trademarks.

8. The occurrence of any one or more of the following events shall constitute an **"Event of Default"** under this Agreement:

a. Borrower fails to perform, keep or observe any of the covenants, conditions, promises or agreements contained in this Agreement and such failure has continued for thirty (30) calendar days after the occurrence of the event which constitutes such failure; or

b. An "Event of Default" (as defined therein) shall have occurred under the Loan Agreement.

Upon and after the occurrence of an Event of Default, Lender shall have, in addition to all other rights and remedies contained in this Agreement, the Loan Agreement and the other Loan Documents, those allowed by applicable law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of North Carolina and any jurisdiction in which the Trademarks may be located.

9. At such time as Borrower shall completely satisfy all of the Obligations and provided that no obligation or commitment on the part of Lender to make loans or extend credit to Borrower shall be in effect, this Agreement shall automatically terminate and Lender shall execute and deliver to Borrower releases of the lien and security interest held by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with (i) the preparation of this Agreement and all other documents relating hereto and to the consummation of this transaction (as limited by the Loan Agreement), (ii) the filing or recording of any documents (including all taxes in connection therewith) in public offices, (iii) the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, (iv) defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or (v) otherwise protecting, maintaining or preserving the Trademarks, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the applicable rate prescribed in the Loan Documents.

11. Borrower shall have the duty to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings, and to do any and all acts which are necessary or desirable to preserve, maintain and protect all rights in the Trademarks. Any expenses incurred in connection with such an application shall be borne by Borrower.

12. Borrower shall and does hereby agree to indemnify Lender for, and to hold Lender harmless from, any and all liabilities, losses, damages, claims, demands and expenses (including without limitation, reasonable attorneys' fees) which may be incurred by Lender in connection with or by reason of this Agreement or the Trademarks.

13. Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power, after the occurrence of an Event of Default, to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement.

14. Upon and after the occurrence of an Event of Default, Lender may perform Borrower's obligations hereunder in Borrower's name or in Lender's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision hereof shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in **paragraph "6"** hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of North Carolina.

[NEXT PAGE IS THE SIGNATURE PAGE]

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:

[Signature]
[Signature]

[Signature]
[Signature]

BORROWER:

BUXTON ACQUISITION CO., L.L.C.

By: [Signature]

Its
Duly Authorized

LENDER:

**FIRST UNION COMMERCIAL
CORPORATION**

By: [Signature]
Darryl Q. Kuriger
Its Assistant Vice President
Duly Authorized

STATE OF New Jersey)
COUNTY OF Essex) SS. _____

Denise Newman

The foregoing instrument was acknowledged before me this 21st day of April, 1998, by Darryl Q. Kuriger, the Asst. Vice Pres. of Buxton Acquisition Co., L.L.C., a Delaware limited liability company, on behalf of the limited liability company.

[Signature] Chairman

[Signature]

Notary Public
My Commission Expires: 10/11/2001

ETHEL S. VIRCIK
A Notary Public of New Jersey
My Commission Expires Oct. 11, 2001

STATE OF New Jersey)
COUNTY OF Essex)

ss. _____

The foregoing instrument was acknowledged before me this 21st day of April, 1998, Darryl Q. Kuriger, the Assistant Vice President of First Union Commercial Corporation, a North Carolina corporation, on behalf of the corporation.

Ethel S. Vircik

Notary Public

My Commission Expires: 10/11/2001

ETHEL S. VIRCIK
A Notary Public of New Jersey
My Commission Expires Oct. 11, 2001