

05-28-1998



RE 100721178 EET  
TRADEMARKS ONLY

Handwritten: mnc 5.21.98

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  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

- Mark if additional names of conveying parties attached
- Execution Date  
Month Day Year  
04/23/98

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
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

05/27/1998 DCDATES 00000175 1662865

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20239

RECEIVED  
MAY 11 1998  
COMMERCIAL

**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.

Sara A. McIntire

*Sara A. McIntire*

5/16/98

Name of Person Signing

Signature

Date Signed

Additional Conveying Party:

The Cookstore Worthington, Inc., an Ohio corporation

## TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 23rd day of April, 1998 by and between The Cookstore, Inc., an Ohio corporation ("Cookstore"), and The Cookstore Worthington, Inc., an Ohio corporation ("Worthington") (Cookstore and Worthington are collectively referred to herein as the "Borrowers" and individually as a "Borrower"), and Fremont Financial Corporation, a California corporation (the "Lender").

### W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith among the Borrowers and the Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lender has agreed to make certain loans to the Borrowers; and

WHEREAS, pursuant to the Loan Agreement, the Borrowers have granted to the Lender a continuing security interest in certain of the Borrowers' assets, including, without limitation, General Intangibles;

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

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, each Borrower hereby grants to the Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in each Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising 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, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under 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 and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of each Borrower's business connected with the use of and symbolized by any of the foregoing (all of the foregoing, including, without limitation, the

trademarks identified on Schedule A, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Each Borrower represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by either of the Borrowers. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, either Borrower shall obtain any new federally registered Trademarks, such Borrower shall give the Lender prompt written notice thereof. Each Borrower hereby agrees that, upon the Lender's written request, such Borrower will execute and deliver to the Lender one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by such Borrower.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been indefeasibly paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. Each Borrower acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Lender with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

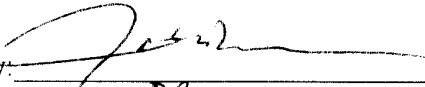
6. Binding Effect; Benefits. This Mortgage shall be binding upon each Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE

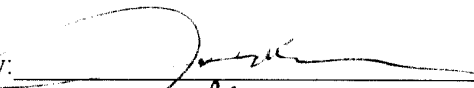
REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

THE COOKSTORE, INC.

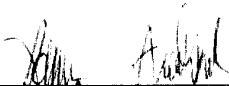
By:   
Title: PRESIDENT

THE COOKSTORE WORTHINGTON, INC.

By:   
Title: PRESIDENT

Accepted and Agreed to as of the date first written above:

FREMONT FINANCIAL CORPORATION

By:   
Its: AVP

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

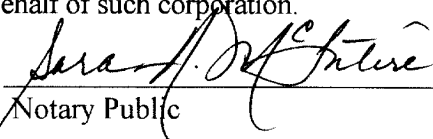
<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
"The Cookstore"	1,662,865	October 29, 1991
"The Cookstore" design	1,929,721	October 24, 1995

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

The foregoing Trademark Mortgage was executed and acknowledged before me this 23rd day of April, 1998, by John Critser, personally known to me to be the President of The Cookstore, Inc., an Ohio corporation, on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  




STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

The foregoing Trademark Mortgage was executed and acknowledged before me this 23rd day of April, 1998, by John Critser, personally known to me to be the President of The Cookstore Worthington, Inc., an Ohio corporation, on behalf of such corporation.

*Sara A. McIntire*  
\_\_\_\_\_  
Notary Public

My Commission expires:

