

06-09-1998

U.S. Department of Commerce
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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedName Execution Date
Month Day Year
 Formerly

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

Receiving Party

☐ Mark if additional names of receiving parties attachedName DBA/AKATA Composed of Address (line 1) Address (line 2) Address (line 3) State/Country Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☒ Association
- ☐ Other

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.)

☒ Citizenship/State of Incorporation/Organization

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06/10/1998 SSMITH 00000003 1319387

01 FC:481
02 FC:48240.00 DP
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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 1738 FRAME: 0149

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,319,387"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,508,148"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Dana Kull, Esq.



6/8/98

Name of Person Signing

Signature

Date Signed

[EXECUTION COPY]

**ASSIGNMENT FOR SECURITY
(Trademarks)**

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, Gator Grate, Inc., a Louisiana corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A**, and certain other trademarks, tradenames and registrations and applications for registration thereof (collectively, the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Assignor has entered into a Domestic Subsidiary Security Agreement, dated as of April 15, 1998 (the "Gator Security Agreement"), in favor of BankBoston, N.A., as Agent; and

WHEREAS, pursuant to the Gator Security Agreement the Assignor has agreed to assign to the Agent, and to grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"),

- (a) the Trademarks and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,
- (e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing,
- (f) all rights corresponding to any of the foregoing throughout the world, and

(g) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Secured Obligations (as defined in the Gator Security Agreement).

WHEREAS, the Assignor is required under the Gator Security Agreement to grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, the Trademark Collateral,


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Agent, and grants to the Agent, for the benefit of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Gator Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of April 15, 1998.

[Corporate Seal]

GATOR GRATE, INC.

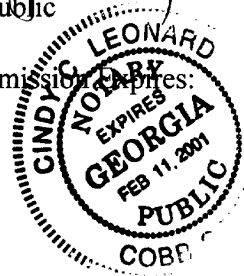
By: 
Name: DAVID M. DOLEY
Title: RESIDENT

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 15th day of April, 1998, before me personally came David M. Dooley, to me known, who, being by me duly sworn, did depose and say that ~~he~~she is President of Gator Grate, Inc., the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her thereto by like order.

Cindy C. Leonard
Notary Public

My Commission Expires:



[NOTARIAL SEAL]

SCHEDULE A

TRADEMARKS

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Date Issued</u>
GATOR-GRATE & Design	1,319,387	2/12/85
GATOR-GRATE & Design	1,508,148	10/11/88
GATOR-GRATE (Great Britain/N. Ireland)		5/27/92