

08-07-1998

Form PTO-1594
1-31-92

JET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

100785988

attached original documents or copy thereof.

1. Name of conveying party(ies):

Action Industries, Inc.

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Virginia
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: July 14, 1998

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

Name: Bankers Trust Company

Internal Address:

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State: New York
☐ 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) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

Trademark Registration No.(s)

2,079,056

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kimberly V. Miller

Internal Address: White & Case LLP
Room 2604

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved

6

7. Total fee (37 CFR 3.41): \$ 165.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23.1705

(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.

Kimberly V. Miller

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

Action Industries, Inc.

TRADEMARKS

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|------------------|----------------------------|--------------------------|
| HIDE-A-CHAISE | 2,079,056 | July 15, 1997 |
| MULTIREST | 2,134,398 | February 3, 1998 |
| RAPID ACTION | 2,140,558 | March 3, 1998 |

TRADEMARK APPLICATIONS

| <u>Trademark</u> | <u>Application Serial Number</u> | <u>Application Filing Date</u> |
|------------------|----------------------------------|--------------------------------|
| COMFORT LINK | 75/417,318 | January 8, 1998 |
| COMFORTKING | 75/227,610 | January 17, 1997 |
| SNUGGLER | 75/335,992 | August 5, 1997 |

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Action Industries, Inc., a Virginia corporation (the "Grantor") with principal offices at P.O. Box 1627, Tupelo, Mississippi 38802, hereby grants to Bankers Trust Company, a New York banking corporation, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same

THIS GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Fourth Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 17, 1994, as amended and restated as of December 29, 1995, as further amended and restated as of September 6, 1996, as further amended and restated as of June 27, 1997 and as further amended and restated as of July 14, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant of Security Interest

This Grant of Security Interest has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 14th day of July, 1998.

ACTION INDUSTRIES, INC., Grantor

By

David P. Howard
Name: David P. Howard
Title: Vice President

BANKERS TRUST COMPANY, as
Collateral Agent, Grantee

By

James Reilly
Name: JAMES REILLY
Title: VICE PRESIDENT

Missouri
STATE OF ~~NEW YORK~~)
St. Louis) ss.
COUNTY OF ~~NEW YORK~~)

On this 14th day of July, 1998 before me personally came David Howard,
who being duly sworn, did depose and say that he is Vice President of
Arthur Industries, Inc. that he is authorized to execute the foregoing Grant of Security
Interest on behalf of said corporation and that he did so by authority of the Board of Directors of
said corporation.

Robert Lee Kuntz
Notary Public

ROBERT LEE KUNTZ
NOTARY PUBLIC, STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES 06-01-00

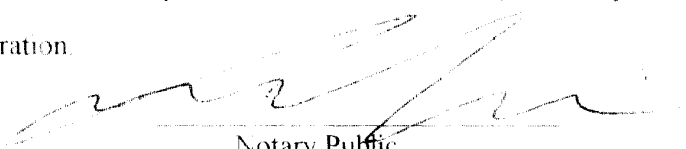
STATE OF NEW YORK)

) ss :

COUNTY OF NEW YORK)

On this TH 27 day of July, 1998, before me personally came _____

James Reilly who, being by me duly sworn, did state as follows: that he is
Vice President of Bankers Trust Company, that he is authorized to execute the foregoing
Grant of Security Interest on behalf of said corporation and that he did so by authority of the
Board of Directors of said corporation.


Notary Public
ADAM A. MONIZ
Notary Public, State of New York
No. 01M08009193
Qualified in New York County
Commission Expires June 22, 2000