

11-09-1998

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OMB No. 0651-0011
Tab Settings 000000



Patent and Trademark Office

11/5/98

100872861

To the Honorable commissioner of Pat.

and original documents or copy thereof.

1. Name of conveying party(ies):
Wood-Mode, Incorporated

Individual (s) Association
 General Partnership Change of Name
 Corporation - State
 Other _____

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

2. Name and address of receiving party(ies)
Name: First Union National Bank
Internal Address: Mail Code 4843
Street Address: 1345 Chestnut St., 8th Flr., Widener Bldg.
City: Philadelphia State: PA Zip: 19109

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 29, 1998

Individual(s) citizenship _____
 Association National
 General Partnership _____
 Limited Partnership _____
 Corporation - State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A Yes No

(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No N/A

4. Application number (s) or trademark number (s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,639,117	1,524,521	1,147,190
968,913	966,048	646,505
635,925		

Additional Numbers Attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lynn A. Huebner, Legal Assistant
Internal Address Wolf Block Schorr & Solis-Cohen LLP
Street Address: 350 Sentry Pkwy., Bldg. 640
City: Blue Bell State: PA Zip: 19422

556. Total number of registrations and registrations involved: 7

7. Total fee (37 CFR §3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(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.

Lynn A. Huebner [Signature] 11/2/98
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

11/06/1998 DNGUYEN 00000371 1639117

01 FC:481
02 FC:482

40.00 DP
130.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

**COLLATERAL ASSIGNMENT OF PATENTS,
TRADEMARKS, LICENSES AND COPYRIGHTS**

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS is made effective as of the 29th day of October, 1998 by and among **WOOD-MODE, INCORPORATED** ("Assignor") and **FIRST UNION NATIONAL BANK**, or its successors, in its capacity as Agent ("Agent") for the Lenders, under the terms of the Loan Agreement (as hereinafter defined).

BACKGROUND

A. Pursuant to that certain Loan Agreement of even date by and among Assignor, Agent, Susquehanna Associates, Inc. ("SAI") and the Lenders identified therein (such Loan Agreement, as hereafter amended, modified or restated, being referred to herein as the "**Loan Agreement**"), Lenders agreed to extend to Assignor and SAI (collectively, the "**Borrowers**") the following credit facilities (collectively, the "**Loans**"):

- i) a revolving line of credit (the "**Revolver**") in a maximum principal amount outstanding not to exceed Ten Million Dollars (\$10,000,000.00); and
- ii) a term loan (the "**Term Loan**") in the maximum principal amount of Twenty-Four Million Dollars (\$24,000,000.00).

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Agent for the pro rata benefit of Lenders a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

C. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

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, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. Without limiting the foregoing, "**Lender Indebtedness**" shall mean all obligations and Indebtedness of Borrowers, or either of them, to any Lender, whether now or hereafter owing or existing, arising under or in connection with the Revolver, the Term Loan or any other credit facility or credit accommodation extended to Borrowers, or either of them, under the Loan Agreement or the Loan documents, including without limitation, all obligations to reimburse any Lender for payments made by any Lender pursuant to any Letter of Credit or any other letter of credit issued for the account or benefit of a Borrower by such Lender, all obligations and indebtedness of a Borrower to First Union National Bank or any other Lender under a hedge, swap or other interest rate protection agreement entered into by a Borrower with any Lender in connection with the Loans, all fees and other sums payable to Agent by Borrowers under the Fee Letter, all other sums, fees, costs and expenses payable to Agent in connection with the Loans, all

other obligations or undertakings now or hereafter made by or for the benefit of a Borrower to or for the benefit of any Lender under any other agreement, promissory note or undertaking now existing or hereafter entered into by a Borrower with any Lender based on or arising in connection with the Loan Agreement, together with all interest and other sums payable in connection with any of the foregoing.

2. **Collateral Assignment.** To secure the complete and timely payment and satisfaction of all Lender Indebtedness, Assignor hereby assigns, mortgages, pledges, grants a security interest in, and transfers to Agent for the pro rata benefit of Lenders, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) servicemarks, trademarks, servicemark and trademark registrations, tradenames and trademark applications, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(c) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

(e) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Agent and/or Lenders under this Assignment.

4. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor. If, before all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent to modify this Assignment by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Section 4**.

5. **Royalties; Term.** Assignor hereby agrees that the use by Agent and/or Lenders of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Agent and/or Lenders to Assignor. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Lender Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Agent's and/or Lenders' Right to Inspect.** Agent and/or Lenders shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Agent and/or Lenders, or a conservator appointed by Agent and/or Lenders, shall have the right to establish such additional reasonable product quality controls as Agent and/or Lenders, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Prior to the occurrence of an Event of Default under the Lender Indebtedness, all such additional controls shall be communicated to Assignor in writing. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights

or Licenses, without the prior written consent of Agent; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or the Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Agent's express written consent; and (iv) to provide Agent, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Reassignment.** This Assignment is made for collateral purposes only. Upon payment in full of all Lender Indebtedness and termination of the Loan Agreement, Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Lender Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark or Copyright, without the consent of Agent, which consent shall not be unreasonably withheld.

9. **Agent's and/or Lenders' Right to Sue.** Agent and/or Lenders shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent and/or Lenders shall commence any such suit, Assignor shall, at the request of Agent and/or Lenders, do any and all lawful acts and execute any and all proper documents required by Agent and/or Lenders in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Agent and/or Lenders for all costs and expenses incurred by Agent and/or Lenders in the exercise of its rights under this **Section 9**.

10. **Waivers.** No course of dealing between Assignor and Agent and/or Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent and/or Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be 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 Assignment in any jurisdiction.

12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Agent's and/or Lenders' rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be


cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Agent or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent and/or Lenders reasonably deems in the best interest of the Agent and/or Lenders, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Agent and/or Lenders. Agent may act under such power of attorney to take the actions referenced in **Section 4** hereof. Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Lender Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent and/or Lenders under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

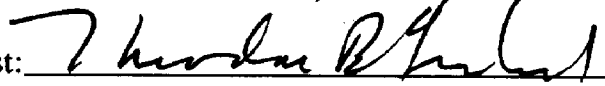
14. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Agent and/or Lenders, their nominees, successors and assigns.

15. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

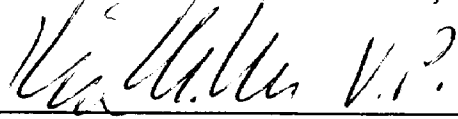
WOOD-MODE, INCORPORATED

By: 
Robert L. Gronlund, Chief Executive Officer

Attest: 
Theodore B. Gronlund, Vice President

(CORPORATE SEAL)

FIRST UNION NATIONAL BANK, AGENT

By: 
Thomas M. Harper, Vice President

COMMONWEALTH OF PENNSYLVANIA


:
: SS.

COUNTY OF MONTGOMERY

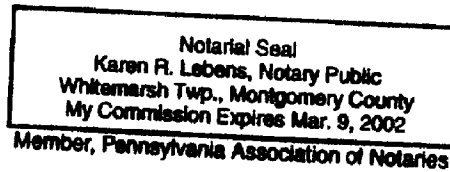
:

On this, the 29th day of October, 1998, before me, a Notary Public, personally appeared **Robert L. Gronlund**, who acknowledged himself to be Chief Executive Officer of Wood-Mode, Inc., a Pennsylvania corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public



COMMONWEALTH OF PENNSYLVANIA

:
: SS.

COUNTY OF

Montgomery

:

On this, the 29th day of October, 1998, before me, a Notary Public, personally appeared **Thomas M. Harper**, who acknowledged himself to be a Vice President of First Union National Bank, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Bank himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen R. Lebens

Notary Public

My commission expires:

<p>Notarial Seal Karen R. Lebens, Notary Public Whitemarsh Twp., Montgomery County My Commission Expires Mar. 9, 2002</p>
--

Member, Pennsylvania Association of Notaries

EXHIBIT "A"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Patents

<u>Title</u>	<u>Patent No.</u>	<u>Expiration Date</u>
CORNER FITTING	US D322324	12/10/2005
BACKSPLASH SYSTEM	US D5069350	11/28/2009
COMBINED COOLING RACK AND COOKBOOK HOLDER	US D321804	11/26/2005
BOTTLE SUPPORT	US D317861	7/2/2005
UTENSIL HOLDER	US D317845	7/2/2005
PAPER TOWEL HOLDER	US D317385	6/11/2005
PAPER TOWEL HOLDER	5,398,824	

EXHIBIT "B"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>
WOOD-MODE FINE CUSTOM CABINETS	1,639,117	3/26/1991
BROOKHAVEN	1,524,521	2/14/1989
CHEF'S PANTRY	1,147,190	2/17/1981
ROOMSCAPING	968,913	9/18/1973
CLASSIC MODULARS	966,048	8/14/1973
WOOD-MODE	646,505	6/4/1957
WOOD-METAL	635,925	10/16/1956

EXHIBIT "C"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Copyrights

NONE

EXHIBIT "D"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Licenses

NONE