

REC

01-21-1999

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

100949294

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

First Security Bank, National Association

☐ Individual(s)☒ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

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

Name: American National Bank and Trust  
Company of Chicago

Internal Address:

Street Address: 120 South LaSalle Street

City: Chicago State: IL ZIP: 60604

☐ Individual(s) citizenship☒ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☐ OtherIf 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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Appointment of Successor Trustee

Execution Date: December 30, 1998

## 4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A-1 attached hereto

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto

Additional numbers attached? ☒ Yes ☐ No

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

Name: Bonnie Grollman

Internal Address:

Federal Research Corporation

Suite 101

Street Address: 400 Seventh Street N.W.

City: Washington DC State: ZIP: 20004

## 6. Total number of applications and registrations involved:

31

## 7. Total fee (37 CFR 3.41) \$790.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

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

01/27/1999 DCOATES 00000023 1494285

DO NOT USE THIS SPACE

01 FC:481

02 FC:382

Statement and signature.

40.00 DP

750.00 DP

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.

Deneetria Vong-Spillan

Name of Person Signing

Signature

1/14/99

Date

Total number of pages including cover sheet, attachments, and document: 6

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

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 1841 FRAME: 0923

# SCHEDULE A-1

## REGISTERED U.S. TRADEMARKS AND PENDING U.S. TRADEMARK APPLICATIONS

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION NO.</u>	<u>ISSUE DATE</u>
1. AMERICAN HOMEWARE and Design	1,494,285	June 28, 1988
2. AMERICAN HOMEWARE and Design	1,494,620	June 29, 1988
3. BED BASICS	2,059,967	May 6, 1997
4. BIN BASICS	2,074,406	June 24, 1997
5. BOX BASICS	1,967,892	April 16, 1996
6. CEDARSTOW	1,334,321	May 7, 1985
7. DELUXE STURDY PLUS	1,941,585	December 12, 1995
8. DESIGN TREND	1,485,300	April 19, 1988
9. DESIGN TREND DT and Design	1,201,135	July 13, 1982
10. FIT & FASHION	1,811,561	December 14, 1993
11. HAMPER SCAMPER	1,515,413	December 6, 1988
12. HAMPER THAT GOES!	1,324,645	March 12, 1985
13. HAMPER THAT ROLLS!	1,371,961	November 19, 1983
14. IN TRANSIT and Design	1,598,598	May 29, 1990
15. LOCKER STOCKER	1,415,931	November 4, 1986
16. POST BOX and Design	1,169,236	September 15, 1981
17. PRESS PLUS	1,933,956	November 7, 1995
18. PRESS & FIT PLUS	2,077,196	July 8, 1997
19. READY-STEPS	1,165,577	August 13, 1981
20. RID-JID Stylized Letters	741,623	December 4, 1962
21. SHOE-GO-ROUND	1,474,230	January 26, 1988
22. STABILITY PLUS	1,819,495	February 1, 1994
23. STURDY PLUS	1,933,955	November 7, 1995
24. WHITNEY	1,522,606	January 31, 1989
25. WHITNEY Stylized Letters	1,224,690	January 18, 1983

<u>PENDING U.S. TRADEMARK APPLICATIONS</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
1. DENTM	75/239,380	February 10, 1997
2. DESIGN TREND & Design (Color)	75/296,373	May 22, 1997
3. DESIGN TREND & Design (B & W)	75/296,374	May 22, 1997
4. HANDY BOARD	75/250,020	March 3, 1997
5. IRON 'N FOLD	75/250,019	March 3, 1997
6. NEW GENERATION	75/239,295	February 10, 1997

## APPOINTMENT, ACCEPTANCE AND APPROVAL AGREEMENT

THIS APPOINTMENT, ACCEPTANCE AND APPROVAL AGREEMENT (this "**Agreement**") is dated as of December 30, 1998 by and between AT&T COMMERCIAL FINANCIAL CORPORATION ("**AT&T-CFC**") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("**ANB**").

### RECITALS

A Whitney Design, Inc., a Delaware corporation (the "**Company**") and First Security Bank, National Association, a national banking association ("**First Security**") entered into that certain Collateral Trust Agreement (Subordinated Notes), dated as of July 1, 1998 as amended by the First Amendment to Collateral Trust Agreement (Subordinated Notes), dated as of December 15, 1998 (the "**Collateral Trust Agreement**") which provided for, among other things, the assignment, mortgage and pledge by the Company to First Security, as Collateral Trustee of the Trust Estate (as defined in the Collateral Trust Agreement) as security for the Secured Obligations (as defined in the Collateral Trust Agreement)

B First Security has tendered its resignation as Collateral Trustee under the Collateral Trust Agreement to the Company and AT&T-CFC in accordance with the provisions of Section 6.8 of the Collateral Trust Agreement

C AT&T-CFC and ANB desire to enter into this Agreement in order to provide for the appointment and approval by AT&T-CFC of ANB as successor Collateral Trustee under the Collateral Trust Agreement and the acceptance by ANB of such appointment.

D Except as expressly provided herein, capitalized terms used herein and not otherwise defined shall have the meanings provided for in the Collateral Trust Agreement.

### SECTION 1. **APPOINTMENT, ACCEPTANCE AND APPROVAL**

Section 1.1 **Ownership of Subordinated Notes.** AT&T-CFC hereby represents and warrants to ANB that it is the sole holder and owner of the Subordinated Notes and that, accordingly, it by itself constitutes the Majority Holders.

Section 1.2 **Appointment.** AT&T-CFC, as the Majority Holders, hereby appoints ANB as successor Collateral Trustee under the Collateral Trust Agreement in accordance with the provisions of Section 6.8 of the Collateral Trust Agreement.

Section 1.3 **Acceptance** ANB hereby accepts appointment as successor Collateral Trustee under the Collateral Trust Agreement and hereby agrees to serve as Collateral Trustee thereunder in accordance with the terms and provisions of the Collateral Trust Agreement.

Section 1.4 **Approval.** AT&T-CFC, as the Majority Holders, hereby approves ANB as successor Collateral Trustee under the Collateral Trust Agreement.

Section 1.5 **Effective Date.** This Agreement and the appointment, acceptance and approval set forth in Sections 1.2, 1.3, and 1.4 above shall be effective as of the date of this Agreement.

## SECTION 2. MISCELLANEOUS

Section 2.1 **Governing Law; Entire Agreement.** This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

Section 2.2 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Appointment Acceptance and Approval Agreement to be executed on their behalf by their duly authorized officers as of the day and year first written above.

### AT&T COMMERCIAL FINANCE CORPORATION

By: [Signature]  
Name: Michael R. Smith  
Title: Vice President

### AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed to as  
of this 30<sup>th</sup> day of December, 1998

### WHITNEY DESIGN, INC.

By: \_\_\_\_\_  
Name: James L. Glenn  
Title: President

Section 1.5 **Effective Date.** This Agreement and the appointment, acceptance and approval set forth in Sections 1.2, 1.3 and 1.4 above shall be effective as of the date of this Agreement.

## SECTION 2 MISCELLANEOUS

Section 2.1 **Governing Law; Entire Agreement.** This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

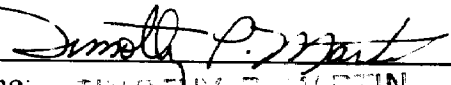
Section 2.2 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Appointment, Acceptance and Approval Agreement to be executed on their behalf by their duly authorized officers as of the day and year first written above.

### AT&T COMMERCIAL FINANCE CORPORATION

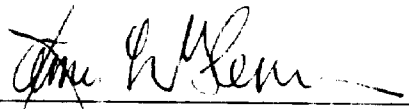
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By:  \_\_\_\_\_  
Name: TIMOTHY P. MARTIN  
Title: Assistant Vice President

Acknowledged and Agreed to as  
of this 30<sup>th</sup> day of December, 1998

### WHITNEY DESIGN, INC.

By:  \_\_\_\_\_  
Name: James L. Glenn  
Title: President



December 30, 1998

Whitney Design, Inc.  
1920 Beltway Drive  
St. Louis, Missouri 63114  
Attention: Chief Financial Officer

AT&T Commercial Finance Corporation  
44 Whippany Road  
Morristown, New Jersey 07962  
Attention: Head of Credit  
Principal Finance Unit

Re *Whitney Design, Inc.*  
*Collateral Trust Agreement*  
*(Subordinated Notes)*

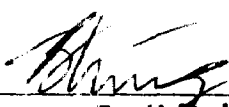
Gentlemen:

Reference is made to that certain Collateral Trust Agreement (Subordinated Notes) dated as of July 1, 1998 (the "Collateral Trust Agreement"), between Whitney Design, Inc. (the "Company") and First Security Bank, National Association as Collateral Trustee. Capitalized terms used herein and not otherwise defined shall have the meanings provided in the Collateral Trust Agreement.

Please be advised that pursuant to Section 6.8 of the Collateral Trust Agreement, the undersigned, First Security Bank, National Association, hereby tenders its resignation as the Collateral Trustee under the Collateral Trust Agreement. This resignation shall be effective upon the satisfaction of the conditions set forth in clauses (i), (ii) and (iii) of Section 6.8(a) of the Collateral Trust Agreement.

Very truly yours,

**FIRST SECURITY BANK, NATIONAL  
ASSOCIATION**

By:   
Name: Brett R. King  
Title: Assistant Vice President

First Security Bank, National Association, Trust Services, 133 South Main Street  
St. Louis, Missouri 63101 Telephone: (801) 465-5630  
OFFICER OF THE BOARD OF DIRECTORS, First Security Corporation

CHIDC#S211443027376X1

**RECORDED: 01/20/1999**

**TRADEMARK  
REEL: 1841 FRAME: 0928**