

01-25-1999

Docket No.:



MRD
1-19-99

Tab settings

100949823

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

1. Name of conveying party(ies):
Whitney Design, Inc. (Delaware corporation)
First Security Bank, National Association (national banking association)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other see above parenthesis

Additional names(s) of conveying party(ies) 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: 60603

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from
Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 31, 1998

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

A. Trademark Application No.(s)
See Attached Schedule A-1

Additional numbers Yes No

B. Trademark Registration No.(s)
See Attached Schedule A-1

Additional numbers Yes No

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

Name: David J. Richter, Esq.
Internal Address: Rudnick & Wolfe

Street Address: P.O. Box 64807

City: Chicago State: IL ZIP: 60664

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:
18-2284

01/20/1999 DCDATES 00000089 1494285 DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 750.00 OP

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.

David J. Richter *David J. Richter* 1-13-99
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 8

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

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!	1,324,646	March 12, 1985
13. HAMPER THAT ROLLS!	1,371,961	November 19, 1985
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 & SIT PLUS	2,077,196	July 8, 1997
19. READY-STEPS	1,165,577	August 18, 1981
20. RID-ITD 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. DENIM	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

**TRADEMARK ASSIGNMENT
AND ACKNOWLEDGMENT**

Agreement as of December 31, 1998 by and among WHITNEY DESIGN, INC., a Delaware corporation (the "**Company**") with its principal place of business at 1920 Beltway Drive, St. Louis, Missouri 63114, and FIRST SECURITY BANK, NATIONAL ASSOCIATION ("**First Security**") having a place of business at 79 South Main Street, Salt Lake City, Utah 84111, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("**ANB**") having a place of business at 120 South LaSalle Street, Chicago, Illinois 60603.

WHEREAS, the Company and First Security entered into a Collateral Trust Agreement (Senior Term Notes) dated as of July 1, 1998 (the "**Collateral Trust Agreement**") and a Security Agreement re: Patents, Trademarks and Copyrights dated as of July 1, 1998 (the "**Security Agreement**"), and a Trademark Collateral Agreement dated July 17, 1998 (the "**Trademark Collateral Agreement**"); and

WHEREAS, the Company received the proceeds from the sale of its Senior Term Notes as referred to in the Collateral Trust Agreement and the Company granted and assigned a security interest to First Security, as collateral trustee, in and to all of the Company's intellectual property in accordance with all of the Security Agreement and the Trademark Collateral Agreement; and

WHEREAS, First Security desires to resign as collateral trustee under the Collateral Trust Agreement and it is intended that ANB become the successor collateral trustee to First Security; and

WHEREAS, the Company and ANB are entering into an Amended and Restated Collateral Trust Agreement (the "**Amended Collateral Trust Agreement**") dated as of the date hereof and an Amended And Restated Security Agreement re: Patents, Trademarks and Copyrights (the "**Amended Security Agreement**") dated as of the date hereof; and

WHEREAS, the Company and First Security desire that ANB, as successor collateral trustee, shall hold a first priority security interest in all Collateral, as hereinafter defined, owned or hereafter acquired by the Company.

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

(1) First Security hereby assigns, transfers and grants to ANB all security interests and all other rights that it has in the Collateral, hereinafter defined, by virtue of the Collateral Trust Agreement and the Security Agreement and the Trademark Collateral Agreement.

(2) The Company hereby acknowledges and confirms that ANB holds a first priority security interest in all of its intellectual property in accordance with the terms of the Collateral Trust Agreement and the Security Agreement and the Trademark Collateral Agreement, as amended by the Amended Collateral Trust Agreement and the Amended Security Agreement.

(3) The Company hereby mortgages, pledges and grants to ANB a continuing security interest in the Collateral to secure performance of all obligations of the Company as set out in all of the aforementioned Agreements.

(4) "**Collateral**" as used herein includes without limitation the following intellectual property owned or acquired by the Company:

a) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

b) All other trademarks (including without limitation both registered and unregistered trademarks) and trade names now owned by the Company or hereafter acquired by the Company; and

c) All other trademark rights owned or hereafter acquired by the Company by license or otherwise; and


d) All proceeds of the aforementioned trademarks and trade names and associated rights, including without limitation any claim by the Company against third parties for damages by reason of past, present or future infringement of any of the aforementioned trademarks and trade names and associated rights or by reason of injury to the goodwill associated with any such trademarks or trade names, in each case together with the right to sue for such infringement and collect said damages.

(5) The Company acknowledges and affirms that the rights and remedies with respect to the security interest in the Collateral are more fully set forth in the Amended Collateral Trust Agreement and the Amended Security Agreement and such Agreements are incorporated herein by reference as if fully set forth herein.

(6) The recitals contained in this Agreement are an integral part hereof and this Agreement shall be construed in light of such recitals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first above written.

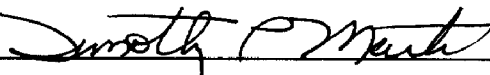
WHITNEY DESIGN, INC.

By: 
Its: President
Typed or Printed Name: James L. Glenn

FIRST SECURITY BANK, NATIONAL ASSOCIATION, not individually but solely as trustee under the Collateral Trust Agreement

By: _____
Its: _____
Typed or Printed Name: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as trustee under the Collateral Trust Agreement and the Amended And Restated Collateral Trust Agreement

By: 
Its: Assistant Vice President
Typed or Printed Name: TIMOTHY P. MARTIN

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first above written.

WHITNEY DESIGN, INC.

By: _____

Its: President

Typed or Printed Name: James L. Glenn

FIRST SECURITY BANK, NATIONAL ASSOCIATION, not individually but solely as trustee under the Collateral Trust Agreement

By:  _____

Its: Asst. Vice President

Typed or Printed Name: Brett R. King

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as trustee under the Collateral Trust Agreement and the Amended And Restated Collateral Trust Agreement

By: _____

Its: _____

Typed or Printed Name: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that James L. Glenn, President of **WHITNEY DESIGN, INC.**, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of December, 1998.

(NOTARIAL SEAL)



My Commission Expires:

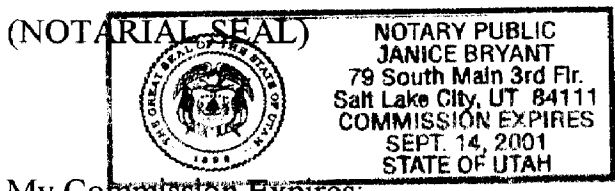
Joyce E. Honkisz
Notary Public

JOYCE E. HONKISZ
(Type or Print Name)

Utah
STATE OF ILLINOIS)
SALT LAKE) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brett R. King ^{Asst.} Vice President of **FIRST SECURITY BANK, NATIONAL ASSOCIATION**, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of DECEMBER, 1998.



My Commission Expires:

Notary Public

Janice Bryant

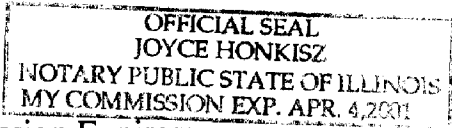
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that TIMOTHY P. MARTIN, Assistant Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of December, 1998.

(NOTARIAL SEAL)



My Commission Expires:

Joyce E. Honkisz
Notary Public

JOYCE E. HONKISZ
(Type or Print Name)

SCHEDULE A-1
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