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Form PTO-1594 (Rev. 6-93)

RECORD



U.S. DEPARTMENT OF COMMERCE

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

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Patent and Trademark Office

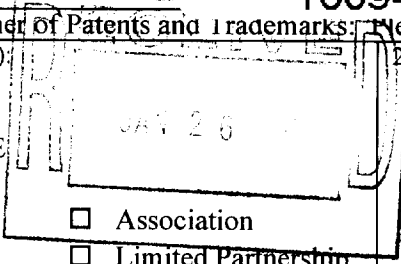
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

1. Name of conveying party(ies):

H.S. Group, Inc.
6000 Huntington Court NE
Cedar Rapids, Iowa 52402

Individual(s)
 General Partnership
 Corporation: State of Iowa
 Other _____

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



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

ReliaStar Financial Corp. (a Delaware corporation)
100 Washington Avenue South
Suite 800
Minneapolis, Minnesota 55401-2121

Bayview Capital Partners LP (a Delaware limited partnership)
641 East Lake Street
Suite 230
Wayzata, Minnesota 55391

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 15, 1999

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)

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

A. Trademark Application No(s). B. Trademark Registration No(s). 1,829,905

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

Wendy B. Mahling
Faegre & Benson LLP
2200 Norwest Center
90 South Seventh Street
Minneapolis, Minnesota 55402

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$40.00

Enclosed
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wendy B. Mahling
Name of person signing

Wendy B. Mahling
Signature

January 22, 1999
Date

Attorney Docket No.: 11524-213678

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

MI:459553.01

TRADEMARK
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AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

This is an Amended and Restated Trademark Security Agreement for a security interest in trademarks of H.S. Group, Inc., a corporation of the State of Iowa (BORROWER), having a principal place of business at 6000 Huntington Court, N.E., Cedar Rapids, Iowa 52402 in favor of ReliaStar Financial Corp. having a principal place of business at 100 Washington Square, Suite 800, Minneapolis, Minnesota 55402 (together with its successors and assigns, "RELIASTAR") and Bayview Capital Partners LP having a principal place of business at 691 East Lake Street, Suite 230, Wayzata, Minnesota 55391 (together with its successors and assigns, "BAYVIEW" and collectively with RELIASTAR, the "SECURED PARTIES" and individually a "SECURED PARTY"), having an effective date as of January 15, 1999.

RECITALS

WHEREAS, BORROWER owns one or more certain trademarks, registrations, and applications for registration, all as set forth on Schedule A attached hereto and made a part hereof, and

WHEREAS, BORROWER has developed goodwill and acquired all ownership rights, title and interest in and to the trademarks set forth on Schedule A; and

WHEREAS, BORROWER is or in the future may be indebted to SECURED PARTIES in the amount of certain obligations specified in a separate security agreement between BORROWER and SECURED PARTY dated September 11, 1998, as amended effective January 4, 1999 by the transfer of certain notes and warrants to include BAYVIEW as a secured party (the "Security Agreement"); and

WHEREAS, the BORROWER has previously executed a Trademark Security Agreement dated as of September 11, 1998 in favor of RELIASTAR (the "Trademark

Security Agreement”) to evidence the existence and facilitate the perfection of a security interest in the trademarks set forth on Schedule A;

WHEREAS, RELIASTAR, BAYVIEW and BORROWER desire to amend and restate the Trademark Security Agreement to evidence the existence and facilitate the perfection of a security interest in said trademarks in favor of BAYVIEW and to reaffirm the existence and perfection of the security interest in said trademarks in favor of RELIASTAR;

NOW THEREFORE, in order to secure said obligations, including all interest due under the separate security agreement referred to above, and all covenants and agreements of BORROWER herein and therein, and for other good and valuable consideration, the receipt of which by BORROWER is hereby acknowledged, BORROWER hereby reaffirms the existence of the security interest in favor of RELIASTAR in all trademarks and associated goodwill of BORROWER and licenses thereunder, presently existing or hereafter arising, and acknowledges that such security interest exists in favor of BAYVIEW and RELIASTAR.

BORROWER represents and warrants that the trademarks listed in Schedule A hereto comprise all registered trademarks owned or controlled by BORROWER as of the effective date hereof and that Schedule A accurately reflects the existence and status of registrations pertaining to said trademarks as of the effective date hereof and that there are no other security interests, liens or claims against said trademarks as of the effective date hereof other than those specified in the security agreement referred to above.

BORROWER covenants that, during the existence of this Amended and Restated Trademark Security Agreement, BORROWER will at its own expense protect, defend and maintain said trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations, and if BORROWER fails to do so, either SECURED PARTY may do so at BORROWER’S expense, and BORROWER hereby agrees to reimburse such SECURED PARTY in full for all expenses, including reasonable

attorneys' fees, incurred by such SECURED PARTY in protecting, defending and maintaining said trademarks. BORROWER further covenants that it will not abandon any trademark, registration or application listed in Schedule A without first providing the SECURED PARTIES sufficient notice to allow the SECURED PARTIES to avoid such abandonment.

In the event of default by BORROWER with respect to this Trademark Security Agreement or the Security Agreement referred to above, the SECURED PARTIES may, at their option, exercise any or all of the following rights: (a) the SECURED PARTIES may exercise any remedies available under the Security Agreement referred to above; (b) the SECURED PARTIES may exercise all rights and remedies available under the Uniform Commercial Code, as then in effect in any jurisdiction, or under any applicable law; (c) the SECURED PARTIES may sell, assign, transfer, pledge, encumber or otherwise dispose of the trademarks listed in Schedule A together with the respective goodwill thereof; and (d) the SECURED PARTIES may enforce the trademarks listed in Schedule A, and any licenses thereunder, and if the SECURED PARTIES shall commence any suit for such enforcement, BORROWER shall, at the request of the SECURED PARTIES, do any and all lawful acts and execute any and all proper documents required by the SECURED PARTIES in aid of such enforcement. For the purposes of this paragraph, BORROWER appoints each of the SECURED PARTIES as BORROWER'S attorney with the right, but not the duty, to endorse BORROWER'S name on all applications, documents, papers and instruments necessary for the SECURED PARTIES to enforce or use the trademarks listed on Schedule A together with the associated goodwill thereof or to grant or issue any exclusive or non-exclusive license under said trademarks to any third party, or necessary for the SECURED PARTIES to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of said trademarks and the respective goodwill thereof to any third party. BORROWER hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Amended and Restated Trademark Security Agreement, and until all obligations secured hereby are fully paid or satisfied. BORROWER shall reimburse such SECURED PARTIES for attorneys' fees and expenses of all types incurred by such SECURED PARTIES, or its counsel, in connection with the

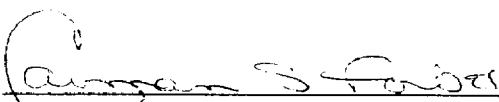
exercise of the rights of the SECURED PARTIES under this paragraph, together with interest thereon from the date or dates the same were incurred at the rate or rates applicable under the separate Security Agreement referred to above.

Upon full payment or satisfaction of all obligations secured hereby, this Amended and Restated Trademark Security Agreement, and the rights granted hereunder to the SECURED PARTIES, shall be completely and immediately terminated by a written termination statement executed by the SECURED PARTIES to the effect that the SECURED PARTIES no longer claims a security interest under this Amended and Restated Trademark Security Agreement or otherwise in the trademarks listed on Schedule A.

BORROWER shall be permitted to control and manage the trademarks listed in Schedule A including the right to use and enforce rights associated with trademarks listed in Schedule A and to receive and use the income, revenue, profits, and royalties which may arise from the use of said trademarks and any licenses thereunder, in the same manner and with the same effect as if this Amended and Restated Trademark Security Agreement had not been entered into so long as BORROWER remains current in repaying the indebtedness secured hereunder and is not in default of this Amended and Restated Trademark Security Agreement nor the separate Security Agreement referred to above.

IN WITNESS WHEREOF, BORROWER has executed this Trademark Security Agreement this 15th day of January, 1999.

H.S. GROUP, INC.
(BORROWER)

By: 
Print Name: Cameron S Forbes
Title: ~~CEO~~ President

STATE OF Iowa)
) ss.
COUNTY OF Linn)

On this 13th day of January, 1999, before me personally appeared Carman S Forbes to me personally known who being by me duly sworn says that he is the agent of BORROWER duly authorized to execute this instrument for BORROWER and that said execution was the free act and deed of BORROWER.

[Signature]
Notary Public

MI-450919.01

SCHEDULE A
REGISTRATIONS

Mark

Registration Number

Registration Date

TROPHY BUCK

1,829,905

4/5/94

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