FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

3-17-99 RECO

03-23-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Volk Enterprises, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

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

3. Nature of conveyance:

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

Execution Date: 3/9/99

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

A. Trademark Application No.(s)

None 17-80018

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached? ☐ Yes ☐ No

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

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW Suite 101

City: Washington State: DC ZIP 20004

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) $240.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

03/22/1999 DNGUYEN 00000110 1780018

01 FC:481 40.00 OP
02 FC:482 200.00 OP
03 FC:998 10.00 OP

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.

Gregory T. Pealer — Name of Person Signing

Signature

3/11/99 — Date

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

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

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

REGISTERED U.S. TRADEMARKS	REGISTRATION REG. NO.	DATE
Volk's	1,780,018	07/06/93
Handi Clamp	1,824,888	03/08/94
Pop-Rite	1,794,802	09/28/93
Hok Lok	1,717,479	09/22/92
Vue-Temp	958,970	05/15/73
Pop Up	1,848,392	08/02/94
Hand-Ler	1,869,618	12/27/94
Leg Locks	1,290,568	08/14/84
Clucker-Truss	2,177,463	07/28/98

PENDING U.S. TRADEMARK APPLICATIONS	FILING NO.	FILING DATE
	NONE	

TRADEMARK COLLATERAL SECURITY AGREEMENT

This 9th day of March, 1999, Volk Enterprises, Inc., a Delaware corporation (*"Pledgor"*) with its principal place of business and mailing address at 618 South Kilroy, Turlock, California 95380, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (*"Harris"*), acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the *"Agent"*), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A 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

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement Re: Intellectual Property bearing even date herewith between Pledgor and the Agent (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Security Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any of the Collateral, but rather, shall operate only to create a security interest for collateral purposes in favor of Agent for the benefit of the Secured Creditors, on the Collateral as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Security Agreement to be duly executed as of the date and year last above written.

VOLK ENTERPRISES, INC.

By Edward R. Pierce
Its Chief Financial Officer

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Its Vice President

TRADEMARK
REEL: 1872 FRAME: 0887

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lisa Brenza, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward R. Pierce, Chief Financial Officer, of Volk Enterprises, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Financial 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 corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day March, 1999.

Lisa Brenza
Notary Public

(NOTARIAL SEAL)

OFFICIAL SEAL
LISA BRENZA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 16,1999

Lisa Brenza
(Type or Print Name)

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lisa Brenza, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald J. Busé, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, 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 Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of March, 1999.

Lisa Brenza
Notary Public

(NOTARIAL SEAL)

Lisa Brenza
(Type or Print Name)

My Commission Expires:

OFFICIAL SEAL
LISA BRENZA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 16,1999