

05-21-1999

U.S. Department of Commerce  
Patent and Trademark Office

101042789

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

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

Babine Lake Corporation

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

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment ☐ Merger☒ Security Agreement ☐ Change of Name☐ OtherExecution Date: March 30, 1999

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

Name: Norwest Business Credit, Inc.

Internal Address:

Street Address: 100 East Wisconsin Avenue, Suite 1400City: Milwaukee State: WI Zip: 53202☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Minnesota☐ 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 names(s) &amp; address(es) attached?

☐ Yes ☐ No

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached?

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE

1943767

☒ Yes ☐ No

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

Name: Derek C. StettnerGodfrey & Kahn, S.C.

Internal Address:

Street Address: 780 North Water StreetCity: Milwaukee State: WI Zip: 53202

## 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 for any deficiencies

8. Deposit account number: 07-1509

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

05/19/1999 MTHAI1 00000100 1943767

01 FC:401

40.00 OP

02 FC:402

200.00 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.*Derek C. Stettner

Name of Person Signing

Signature

12 May 1999

Date

Total Number of pages comprising cover sheet: [ 4 ]

# **SCHEDULE OF TRADEMARKS**

## **UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

### **REGISTRATIONS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ULTRA SATIN	1,943,767	12/26/95
TWEENERS BY WHISPER POINTE	1,975,717	05/28/96
CRYSTALLE	1,463,590	11/03/87
SUPER SATIN II	1,463,588	11/03/87
JULIETTE	1,463,587	11/03/87
WHISPER SOFT	1,136,243	05/27/80
SUPER SATIN	1,133,700	04/22/80
SOFTRON VII	1,112,337	01/30/79

### **APPLICATIONS**

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
TOTALLY TODDLERS	75/391,807	11/17/97

**NOTICE OF TRADEMARK SECURITY AGREEMENT**  
(FOR RECORDATION PURPOSES)

This Notice of Trademark Security Agreement, dated as of March 31, 1999, is made by and between BABINE LAKE CORPORATION, a North Carolina corporation whose address and principal place of business is 127 Rockfish Plaza, Wallace, North Carolina 28466 (the "Debtor"), and NORWEST BUSINESS CREDIT, INC., a Minnesota corporation whose address and principal place of business is 100 East Wisconsin Avenue, Suite 1400, Milwaukee, Wisconsin 53202 (the "Secured Party").

**R E C I T A L S:**

The Debtor and the Secured Party have entered into a Credit and Security Agreement dated as of March 31, 1999 (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of a Trademark Security Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Trademark Security Agreement, and herein, the parties hereby agree as follows:

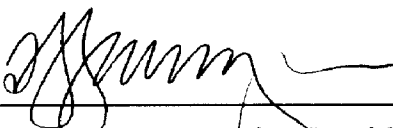
Debtor has granted a security interest in favor of the Secured Party in and with respect to the entire right, title, and interest of Debtor in the trademarks identified in the attached schedule (the "Trademarks"), together with the goodwill of the business symbolized by said Trademarks.

IN WITNESS WHEREOF, the parties have executed this Notice of Trademark Security Agreement as of the date written above.

NORWEST BUSINESS CREDIT, INC.

BABINE LAKE CORPORATION

By: \_\_\_\_\_

  
Thomas J. Krueger, Vice President

By: \_\_\_\_\_

  
Nicholas Sokol, President

**TRADEMARK**

**REEL: 001899 FRAME: 0107**

STATE OF WISCONSIN                    )  
                                                  )  
COUNTY OF MILWAUKEE                )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 1999, by Nicholas Sokol, the President of Babine Lake Corporation, a North Carolina corporation, on behalf of the corporation.

Kirsten Reep  
Notary Public  
My commission is permanent

STATE OF WISCONSIN                    )  
                                                  )  
COUNTY OF MILWAUKEE                )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 1999, by Thomas J. Krueger, a Vice President of Norwest Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Kirsten Reep  
Notary Public  
My commission is permanent

MW2-171890-1