

05-26-1999



101045287

PTO Form for Requesting Recordal of
ment, Security Agreement, Change of
e, Merger, or Other Interest Conveyed

D

TRADEMARKS ONLY	To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.	TRADEMARKS ONLY
5.13.99		Attorney Docket No.: 0291-0140

<p>1. Name of Party(ies) conveying an interest:</p> <p>Wiswall Hill Corporation</p> <p>Entity:</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Vermont</u></p> <p><input type="checkbox"/> Other _____</p>	<p>2. Name and Address of Party(ies) receiving an interest:</p> <p>Name: Howard Bank, N.A.</p> <p>Internal Address): _____</p> <p>Street Address: 111 Main Street</p> <p>City: Burlington</p> <p>State: Vermont Zip: 05401</p> <p>Entity:</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Vermont</u></p> <p><input type="checkbox"/> Other _____</p> <p>Citizenship _____</p> <p>If not domiciled in the United States, a domestic representative designation is attached:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>(The attached document must not be an assignment)</p>
<p>3. Interest Conveyed:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Other _____</p>	

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s) B. Trademark Registration No.(s): 972,769

988,823

<p>5. Names and address of party to whom correspondence concerning document should be mailed:</p> <p>Lawrence H. Meier Downs Rachlin & Martin PLLC 199 Main Street P.O. Box 190 Burlington, Vermont 05402-0190</p>	<p>6. Number of applications and registrations involved: 8</p> <p>7. Total fee (37 CFR 3.41): \$ <u>320.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input checked="" type="checkbox"/> Authorized to charge any deficiencies in the enclosed fees to deposit account.</p> <p>8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): <u>04-1588</u></p>
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DO NOT USE THIS SPACE

Repln. Ref: 05/25/1999 MTH011 0012593900
 DA#:041588 Name/Number:972769
 FC: 704 \$105.00 CR

9. Date of execution of attached document March 2, 1999

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

Lawrence H. Meier 5/10/99
 Lawrence H. Meier Date

00000160 972769
 05/25/1999 MTH011
 FC:401
 FC:482

BTW126553.1

T147-9/98

TRADEMARK
REEL: 001901 FRAME: 0749

ATTACHMENT TO
RECORDATION FORM COVER SHEET
FOR

TRADEMARK COLLATERAL ASSIGNMENT BETWEEN
WISWALL HILL CORPORATION
AND
HOWARD BANK, N.A.

4. A. Trademark Application Serial No(s):

B. Trademark Reg. No(s). 988,827

988,828

989,511

1,163,916

1,164,783

1,168,566

Schedule "A"

U.S. Trademark Registration

<u>Registration No.</u>	<u>Date Registered</u>	<u>Trademark</u>
972,769	11/13/73	Barrecrafters
988,823	7/23/74	B (and Design)
988,827	7/23/74	Quick Flick
988,828	7/23/74	Boot-Magic
989,511	7/30/74	New Era
1,163,916	8/04/81	Barrecrafters
1,164,783	8/11/81	B (Stylized Letters)
1,168,566	9/08/81	Ski Grabber

TRADEMARK COLLATERAL ASSIGNMENT

THIS ASSIGNMENT is made as of the 2nd day of March, 1999 by and between Wiswall Hill Corporation, a Vermont corporation with a mailing address of P.O. Box 307, Shelburne, Vermont 05482 ("Borrower"), and Howard Bank, N.A., a national banking association with a mailing address of 111 Main Street, P.O. Box 409, Burlington, Vermont 05402 ("Lender").

Preliminary Statement. Pursuant to a Term Note, Credit Agreement and Master Agreement of even date herewith between Lender and Borrower, Lender has agreed to extend credit to Borrower. Lender is also extending a line of credit to Barbara Snelling, the sole shareholder of Borrower, pursuant to a Line of Credit Note of even date (the "Line of Credit Note").

Agreement. In consideration of the mutual agreements and undertakings of the parties set forth in this Assignment, and in order to induce Lender to extend credit to Borrower, Borrower hereby agrees with Lender as follows:

1. Assignment. To secure (a) prompt payment of all principal, interest, charges and expenses outstanding under the Note and all extensions, modifications, substitutions and renewals thereof, (b) the payment and performance of all obligations of Borrower arising under the Master Agreement, and (c) the prompt payment of all principal, interest and charges outstanding under the Line of Credit Note (collectively, the "Obligations"), Borrower hereby grants, assigns and conveys to Lender all of its right, title and interest in all trademarks, servicemarks and logos, now existing or hereafter arising, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof (collectively, the "Trademark Offices"), including the registrations listed on **Schedule A**, together with all reissues, extensions or renewals thereof and the goodwill of the business associated therewith, any claims by Borrower against third parties for past, present or future infringement or dilution, and all proceeds of and rights associated with the foregoing (the "Collateral"). Borrower agrees that all trademarks and servicemarks created or registered by Borrower after the date of this Assignment shall automatically become a part of the Collateral, without amendment of this Agreement or further assignment by Borrower.

2. License to Use. Lender hereby grants Borrower an exclusive, nontransferable license to use the Collateral in connection with the sale of goods and services by Borrower for Borrower's own account, and a license to grant sublicenses; provided that, upon the occurrence of an Event of Default, Lender may terminate this license and any sublicenses granted hereunder at its option upon written notice to Borrower.

3. Registration with U.S. Patent and Trademark Office. Borrower agrees that Lender may register the assignment granted herein with the Trademark Offices by filing an original of this Assignment with such offices.

4. Representations. Borrower represents and warrants that (a) there is no contract or agreement that prohibits or conflicts with the interest granted in this Assignment, (b) there are no pending or threatened claims, actions or proceedings of any kind with respect to the Collateral, (c) no pledge, assignment, security interest or other transfer or encumbrance exists or has been granted in the Collateral, and (d) Borrower is the owner of legal title to the trademarks, servicemarks and the logo described on **Schedule A**, with full right and legal power to convey the same to Lender pursuant to this Agreement.

5. Covenants. Borrower covenants and agrees (a) to take all necessary action to protect the Collateral from infringement or dilution, (b) to provide Lender with a copy of all federal and state registrations obtained by it with respect to any of the Collateral, including items of Collateral acquired or registered after the date of this Assignment, (c) to take such actions as Lender may reasonably request from time to time to confirm, create or maintain a valid, perfected security interest in the Collateral, free of all other liens and claims, (d) not to sell, convey or otherwise dispose of the Collateral or create, incur or permit to exist any pledge, mortgage, lien, charge or encumbrance or any security interest with respect to the Collateral.

6. Remedies Upon Default. Upon the occurrence of any default under the Credit Agreement or the Master Agreement between Borrower and Lender which continues beyond any applicable cure period, Lender shall be entitled to exercise any and all rights and remedies with respect to the Collateral available to it under federal and state law, including but not limited to the right to use, sell, license or otherwise dispose of any of the Collateral. Lender's remedies upon the occurrence of an Event of Default are more fully set forth in the Credit Agreement and the Master Agreement.

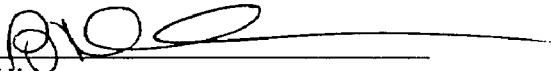
7. Termination of Assignment. Upon full payment of all Obligations, this Assignment shall terminate and Lender agrees to execute and deliver to Borrower any instruments or documents necessary to release and reconvey to Borrower all interests granted to Lender hereunder.

8. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. Notices to either party shall be in writing and shall be delivered personally, by facsimile or by mail addressed to the party at the address set forth in the first paragraph of this Assignment or to such other address as the addressee may designate in writing. This Assignment shall be governed by the laws of the State of Vermont, without resort to principles of conflicts of laws. This Assignment may not be amended, waived or discharged except in writing.

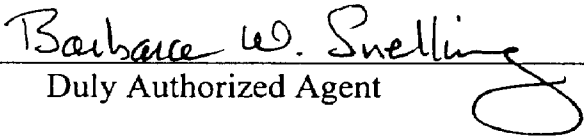
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

IN PRESENCE OF:

WISWALL HILL CORPORATION



Witness

By: 

Duly Authorized Agent

HOWARD BANK, N.A.



Witness

By: 

Duly Authorized Agent