

REC

07-14-1999

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings == == ▾

To the Honorable Commissioner of Pat

101090814

ached original documents or copy thereof.

1. Name of conveying party(ies):

Hama Trade Consultants, Inc.

☐ Individual(s)

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State

☐ Other

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

2. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: March 9, 1999

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe

City: Chicago State: IL ZIP: 60661

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State

☐ Other

If assignee is not domiciled in the United States, a domestic representative designator is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & addresses attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,842,421

Additional numbers attached? ☐ Yes ☒ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

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

8. Deposit account number:

N/A

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

07/14/1999 DNGUYEN 00000050 1842421

DO NOT USE THIS SPACE

01 PC:401

40.00 DP

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.

Laura Konrath

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 001926 FRAME: 0312

TRADEMARK SECURITY AGREEMENT

WHEREAS, Hama Trade Consultants, Inc., a California corporation ("Grantor") owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, MHTC Holdings, LLC ("MHTC"), Magnet, LLC ("MLLC"), Benchmark Industries, LLC ("Benchmark"), Phonocard Express, LLC ("Phonocard"), Perfect Promotional Products, LLC ("Perfect" and together with MHTC, MLLC, Benchmark and Phonocard each a "Borrower" and collectively, the "Borrowers"), Heller Financial, Inc., a Delaware corporation, as agent ("Agent" together with its successors and assigns, the "Grantee") and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of May 14, 1998 and amended and restated as of March 9, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Subsidiary Security Agreement dated as of March 9, 1999 (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"; terms defined in the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Security Agreement) by and between Grantor, McArthur Towels, Inc. and Agent for its benefit and the benefit of Lenders, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License, including, without limitation, each Trademark License

listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its duly authorized officer thereunto as of this 9th day of March, 1999.

HAMA TRADE CONSULTANTS, INC.

By *Don J. Wood*
Name: *Don Wood*
Title: *V.P.*

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

By *P. Henahan*
Name: *Patrick Henahan*
Title: *S.V.P.*

SCHEDULE I

Intellectual Property - HTC

Trademark:

SPOR-TEE GOLF BALLS

Reg. No. 1,842,421

3756/66390-025 LALIB1/344882 v1

RECORDED: 07/12/1999

**TRADEMARK
REEL: 001926 FRAME: 0316**