

RECC

07-14-1999

HEET

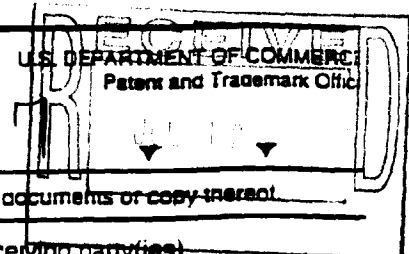
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101090812

Tab settings

Created original documents or copy thereof



1. Name of conveying party(ies):

Perfect Promotional Products, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company

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

3. Nature of conveyance:

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

Execution Date: March 9, 1999

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc. *as agent*

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 assigned:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. 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

07/14/1999 DNGLIYEH 00000060 2156468

01 FC:481  
02 FC:482

40.00 DP  
175.00 DP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 8

7. Total fee (CFR 101.11).....\$ 215.00

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)

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 Originating

*Laura Konrath*  
Signature

Date

Total number of pages including cover sheet, attachments, and document: 8

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

**Intellectual Property - Perfect**

Continuation  
Item  
4

TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
PERFECT LINE	2,156,468
PERFECT XPRESS	2,144,411
PERFECT ON-LINE	2,028,316
ADVER VIZORS	2,134,280
SUPER PRO	2,110,883
BUDGET PRO	2,134,281
INSTA-LAM	1,704,246
THIRST QUENCHERS	2,110,882

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Perfect Promotional Products, LLC, a Delaware limited liability company ("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, Grantor, MHTC Holdings, LLC ("MHTC"), Benchmark Industries, LLC ("Benchmark"), Phonocard Express, LLC ("Phonocard"), Magnet, LLC ("MLLC" and together with MHTC, Benchmark, Phonocard and Grantor each a "Borrower" and collectively, the "Borrowers"), 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 Amended and Restated Security Agreement dated as of May 14, 1998 and amended and restated 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), between Grantor, MHTC, Benchmark, Phonocard, MLLC and Grantee, 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 9<sup>th</sup> day of March, 1999.

**PERFECT PROMOTIONAL PRODUCTS, LLC**

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

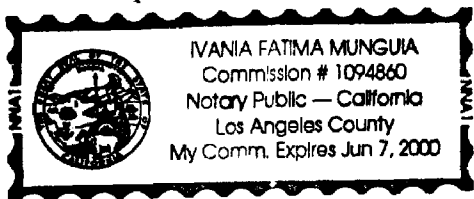
Acknowledged:

**HELLER FINANCIAL, INC.,**  
as Agent

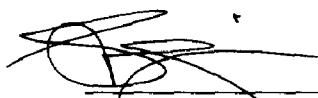
By *P. Henahan*  
Name: Patrick Henahan  
Title: SVP

STATE OF CALIFORNIA            )  
                                                  )  
COUNTY OF LOS ANGELES        )        ss.

On this 5<sup>th</sup> day of March, 1999 before me personally appeared Carl J. Wood  
\_\_\_\_\_, to me personally known or proved to me on the basis of satisfactory evidence to  
be the person described in and who executed the foregoing instrument as Vice President  
\_\_\_\_\_ of Perfect Promotional Products, LLC, a Delaware limited liability company, who  
being by me duly sworn, did depose and say that he is such officer of such limited liability company;  
that the foregoing instrument was executed on behalf of said limited liability company by order of  
its sole Member; and that he acknowledged said instrument to be the free act and deed of said  
corporation.



{Seal}

  
\_\_\_\_\_  
Notary Public

My commission expires:

06/07/2000

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