

RECC

07-14-1999

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = =

To the Honorable Commissioner of Patent

101090813

Send original documents or copy thereof.

1. Name of conveying party(ies):

Benchmark Industries, LLC

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

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) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

3. 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: _____

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7. Total fee (37 CFR 3.41).....\$ 140.00

☒ 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)

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01 FC:481
02 FC:482

40.00 OP
100.00 OP

DO NOT USE THIS SPACE

3. 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: 0323

Item 4

Schedule 1 to Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>FIRST USE</u>	<u>COUNTRY</u>
Benchmark	1,950,335	1/23/96	4/0/77	USA
B	1,932,787	11/7/95	1/1/94	USA
B	1,920,434	9/19/95	1/1/94	USA
Benchmark	1,373,693	12/3/85	0/0/79	USA
Benchmark Clock Co.	1,117,647	5/8/79	4/15/77	USA
Benchmark	318,784	9/19/86	3/15/85	Canada
Benchmark	448,384	9/29/95	1/0/92	Canada
Benchmark	477,224	10/18/94	1/1/92	Mexico
Benchmark	8,107	10/27/95		Puerto Rico

U.S.

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AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

WHEREAS, Benchmark Industries, 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"), Magnet, LLC ("MLLC"), Phonecard Express, LLC ("Phonecard"), Perfect Promotional Products, LLC ("Perfect" and together with MHTC, MLLC, Phonecard 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, MLLC, Phonecard, Perfect 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

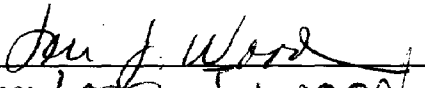
connected with the use of, and symbolized by, each Trademark License; and

- (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.

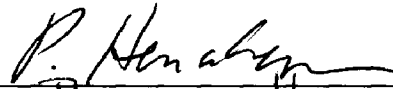
IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 9th day of March, 1999.

BENCHMARK INDUSTRIES, LLC

By 
Name: Lori J. Wood
Title: V.P.

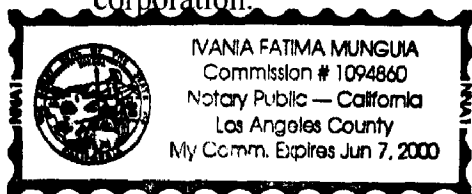
Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

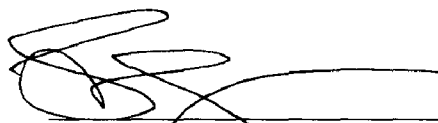
By 
Name: Patrick Henahan
Title: SVP

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

On this 5th day of March, 1999 before me personally appeared Lari 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 Benchmark Industries, 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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