

07-22-1999



101098127

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

7-20-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
Effective Date
Month Day Year
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

6/28/99

Formerly

- ☐ Individual ☐ General Partnership ☒ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other
- ☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/21/1999 TTON11 00000084 1342973

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001931 FRAME: 0798

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(404) 888-4177

Name

Anne B. McCoy

Address (line 1)

Hunton & Williams

Address (line 2)

600 Peachtree Street

Address (line 3)

Suite 4100

Address (line 4)

Atlanta, GA 30308

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75277163

1342973

323892

315165

322344

292756

310350

Number of Properties

Enter the total number of properties involved.

#

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Dana Kull, Esquire

Name of Person Signing

Signature

July 2, 1999

Date Signed

SECURITY AGREEMENT
(Trademarks)

STATE OF VIRGINIA)
) ss.:
COUNTY OF PETERSBURG)

WHEREAS, Morven Partners, L.P., a Delaware limited partnership (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** (the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into the Amended and Restated Loan and Security Agreement dated as of June 28, 1999 (as further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), by and among the Assignor, the lenders party thereto from time to time (the "Lenders"), and NationsBank, N.A., as agent for the Lenders (the "Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor; and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to grant to the Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"),

- (a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) the licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing,

(f) all rights corresponding to any of the foregoing throughout the world, and

(g) all proceeds of and accessions to any and all of the foregoing,

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its authorized officer or agent as of June 28, 1999.

MORVEN PARTNERS, L.P.

By: JIMBO'S JUMBOS, INCORPORATED,
its General Partner

[Corporate Seal]

Attest:

By: Kevin P. Streck
Name: KEVIN P. STRECKER
Title: ASST. SEC'Y

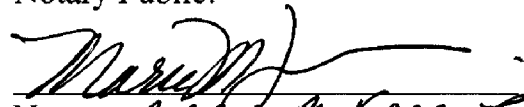
By: Michael R. Booker
Name: MICHAEL R. BOOKER
Title: PRESIDENT

STATE OF VIRGINIA)
) ss.:
COUNTY OF Petersburg)

This 28 day of June, 1999, personally came before me, a Notary Public in and for said County and State, Petersburg, VA who, being by me duly sworn, says that he is the President / Asst Sec - of Jimbo's Jumbos, Incorporated, the general partner of Morven Partners, L.P., a Delaware limited partnership, that he signed the foregoing instrument on behalf of said entity by his authority duly given, and that he acknowledged said instrument in writing to be the act and deed of said entity.

Witness my hand and official seal.

Notary Public:


Name: MARIA M. FARRIOR
(Print or type)

My commission expires:

May 31, 2001

[NOTARIAL SEAL]

Schedule A

TRADEMARKS (Addendum)

Trademark	Application No.	Registration No.	Date Filed
HOODY'S	512,634	1,342,973	06/18/85
HOODY'S CANADA	543,548	315,165	06/13/86
HOODY'S & DESIGN/CANADA	422,732	292,756	07/06/84
DESIGN MISC. CANADA	543,550	323,892	02/20/87
DESIGN MISC. CANADA	543,549	322,344	01/02/87
COMPLETELY NUTS	75/277,163	PENDING	Application Filed 04/18/97
CARIBBEAN MIX CANADA	444,866	310,350	01/10/86