

08-24-1999

TRADEMARKS ONLY

TRADEMARKS ONLY

To the
Please



101126055

ks:
of:

AUG 18

1. Name of Party(ies) conveying an interest
RPKE, LLC

2. Name and Address of Party(ies) receiving an interest

Name: Greenfield Commercial Credit, L.L.C.
Internal Address: _____

Street Address: 1301 West Long Lake Road, Suite 190

City: Troy Zip: 48084

Entity:

- Individual
- General Partnership
- Corporation-State
- Other Limited Liability Company

Citizenship _____

Entity:

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

8-18-99

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s).

(Additional Sheet Attached?) Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- 1) 1,662,865
- 2) 1,929,721
- 3) 1,677,149
- 4) 1,614,441

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

Name: Robert D. Mollhagen, Esq.

Internal Address: _____

Street Address: 222 N. Washington Square, Suite 500

City: Lansing

State: MI Zip: 48933

6. Number of applications and registrations involved:

4 Registrations

7. Amount of fee enclosed or authorized to charged:

\$115 enclosed

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account)

DO NOT USE THIS SPACE

9. Date of execution of attached document April 5, 1999 and August 16, 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:

08/23/1999 MTHAI1 00000182 1662865

August 18, 1999
Date

115E

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Signature

Willia S. Gottschalk Reg. No. 44,130
Name of Person Signing

PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE (the "**Mortgage**") made as of this 5th day of April, 1999, by RPKE, LLC, a Michigan limited liability company, of 4264B Winters Chapel Road, Atlanta, Georgia 30360 ("**Mortgagor**") in favor of GREENFIELD COMMERCIAL CREDIT, L.L.C., a Michigan limited liability company, with offices at 1301 West Long Lake Road, Suite 190, Troy, Michigan 48098 ("**Mortgagee**"):

W I T N E S S E T H :

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement (the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, the "**Loan Documents**"), which Loan Documents provide (i) for Mortgagee, from time to time, to extend credit to or for the account of Borrower, and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright registrations, copyright applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. **Incorporation of Loan Documents.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Documents.

2. **Mortgage of Patents, Trademarks, Copyrights and Licenses.** To secure the complete and timely satisfaction of all of Mortgagor's Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of a Default, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2.(i), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2.(ii), are sometimes hereinafter referred to individually as a "**Trademark**" and, collectively, as the "**Trademarks**");

(iii) copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights, copyright registrations and copyright applications listed on Exhibit C attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d) of this subsection 2.(iii), are sometimes hereinafter referred to individually as a "Copyright" and, collectively, as the "Copyrights");

(iv) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(v) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) to Mortgagor's knowledge, no Patent, Trademark, Copyright or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark, Copyright or License been cancelled, in whole or in part and each such Patent, Trademark, Copyright and License is presently subsisting;

(ii) each Patent, Trademark, Copyright and License material to the Mortgagor's business is valid and enforceable;

(iii) except as set forth on Exhibit B, Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest as they may appear in and to each Patent, Trademark, Copyright and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons, except the lien granted to BIDCO as defined in the Loan Agreement;

(iv) except as set forth on Exhibit B, Mortgagor has adopted, used and is currently using all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks, Copyrights or Licenses; and

(vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms, except as set forth on Exhibit B.

4. Restrictions on Future Agreements. Except for the lien granted to BIDCO, Mortgagor agrees that until all Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license or sublicense under the Patents, Trademarks, Copyrights or Licenses, or, except as contemplated by Exhibit B, enter into any other agreement with respect to the Patents, Trademarks, Copyrights or Licenses, and Mortgagor further agrees, except as contemplated by Exhibit B, that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity of the rights transferred to Mortgagee under this Mortgage.

5. **New Patents, Trademarks, and Licenses.** Mortgagor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits A, B, C and D, respectively, constitute all of the Patents, Trademarks, Copyrights and Licenses now owned by Mortgagor. If, before all Obligations shall have been satisfied in full or before the Loan Documents have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks, Copyrights or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks, Copyrights or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, Copyrights or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof, except software licenses acquired in the ordinary course of business. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such Patents, Trademarks, Copyrights and Licenses.

6. **Royalties; Terms.** The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, and (ii) the payment in full of all Obligations and the termination of the Loan Documents. Mortgagor agrees that upon the occurrence of a Default, the use by Mortgagee of all Patents, Trademarks, Copyrights and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. **Omitted Intentionally.**

8. **Mortgagee's Right to Inspect.** Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of all Obligations and termination of the Loan Documents, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Upon the occurrence of a Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks. The foregoing notwithstanding, unless and until a Default shall have occurred, Mortgagee agrees to hold confidential and not disclose or use any information regarding any Patent, Trademark, Copyright or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the mortgage herein and such reassignment of the Patents, Trademarks, Copyrights or Licenses, as applicable, unless such termination is due to a Default.

9. **Release of Mortgage.** This Mortgage is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Documents, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Loan Documents.

10. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks, Copyrights and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, Copyrights and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate for Revolving Credit Loan.

11. **Duties of Mortgagor.** Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, which Mortgagor

determines are material to and necessary for its business, until all Obligations shall have been paid in full and the Loan Documents have been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, which Mortgagor determines are material to and necessary for its business, (iii) to preserve and maintain all rights in the Patents, Trademarks, Copyrights and Licenses, which Mortgagor determines are material to and necessary for its business, and (iv) to ensure that the Patents, Trademarks, Copyrights and Licenses which Mortgagor determines are material to and necessary for its business are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, which Mortgagor determines are material to and necessary for its business, or abandon any pending patent application, or any other Patent, Trademark, Copyright or License which Mortgagor determines are material to and necessary for its business without the consent of Mortgagee.

12. Mortgagee's Right to Sue. After a Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and Licenses, and, if Mortgagee shall reasonably commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence of a Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks, Copyrights and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks, Copyrights or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Documents have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Michigan.

17. **Binding Effect; Benefits.** This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. **Governing Law.** This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Michigan.

19. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. **Further Assurances.** Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. **Survival of Representations.** All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Documents.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee, as of the date first written above.

ATTEST:

RPKE, LLC,
a Michigan limited liability company,
By: Liberty BIDCO Investment Corporation,
a Michigan corporation
Its: Member

By: Pearl M. Holforty
Pearl M. Holforty
Its: President

AGREED AND ACCEPTED AS OF
THIS 5th DAY OF APRIL, 1999

GREENFIELD COMMERCIAL CREDIT, L.L.C.,
a Michigan limited liability company

By: Steven B. Tomasello
Steven B. Tomasello
Its: Credit Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Patent, Trademark, Copyright and License Mortgage was executed and acknowledged before me this 5th day April, 1999, by Pearl M. Holforty, personally known to me to be the President of Liberty BIDCO Investment Corporation, a Michigan corporation, the member of RPKE, LLC, a Michigan limited liability company, on behalf of such company.

Shyama R. McDebbey
Acting In
Notary Public, Oakland County, - Ingham County
State of Michigan
My Commission Expires: 7/8/99

THIS INSTRUMENT PREPARED BY
AND AFTER FILING RETURN TO:

Robert D. Mollhagen, Esq.
Howard & Howard Attorneys, P.C.
1400 North Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304-2856

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EXHIBIT A

PATENTS

None presently

EXHIBIT B

TRADEMARKS

<u>Holder</u>	<u>Trademark and Service Mark</u>	<u>U.S. Patent and Trademark Office Registration No.</u>
RPKE, LLC	The Cookstore	1,662,865 ¹ and 1,929,721 ²
RPKE, LLC	Rolling Pin Kitchen Emporium	1,677,149 ³
	Rolling Pin	1,614,441 ³

1. Registered in the name of The Cookstore, Inc., an Ohio corporation, with assignments granted to Freemont Financial Corporation and Greenfield Commercial Credit, L.L.C.
2. Registered in the name of The Cookstore, Inc., an Ohio corporation, with assignments to Greenfield Commercial Credit, L.L.C. and Freemont Financial Corporation.
3. Registered in the name of Aropi, Inc., an Iowa corporation, with an assignment to Greenfield Commercial Credit, L.L.C.

Mortgagee will transfer ownership of the above-referenced trademarks and service marks to its own name and seek releases of the assignment in favor of Freemont Financial Corporation. After filing of new assignments in favor of Greenfield Commercial Credit, L.L.C. and Liberty BIDCO Investment Corporation, the prior assignments in favor of Greenfield Commercial Credit, L.L.C. will be released.

EXHIBIT C

COPYRIGHTS

Software licenses in the ordinary course of business

EXHIBIT D

LICENSE AGREEMENTS

Software licenses in the ordinary course of business

AMENDMENT

THIS AMENDMENT (the Amendment) made as of this 16 th day of Aug, 1999, by RPKE, LLC, a Michigan limited liability company, of 4264B Winters Chapel Road, Atlanta, Georgia 30360 ("**Mortgagor**") in favor of GREENFIELD COMMERCIAL CREDIT, L.L.C., a Michigan limited liability company, with offices at 1301 West Long Lake Road, Suite 190, Troy, Michigan 48098 ("**Mortgagee**"):

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain **PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE** (the "**Mortgage**") and other related loan documents (the "**Loan Documents**") executed April 5th, 1999, which Mortgage provides for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright registrations, copyright applications, goodwill and licenses;

NOW, THEREFORE, under paragraph 15 of the Mortgage, Mortgagor and Mortgagee agree to amend Exhibit B as follows:

EXHIBIT B

TRADEMARKS

<u>Holder</u>	<u>Trademark and Service Mark</u>	<u>U.S. Patent and Trademark Office Registration No.</u>
RPKE, LLC	The Cookstore	1,662,865 ¹ and 1,929,721 ²
RPKE, LLC	Rolling Pin Kitchen Emporium	1,677,149 ³
	Rolling Pin	1,614,441 ³

1. Registered in the name of The Cookstore, Inc., an Ohio corporation, with security interests granted to Freemont Financial Corporation and Greenfield Commercial Credit, L.L.C.

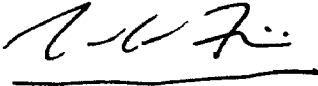
2. Registered in the name of The Cookstore, Inc., an Ohio corporation, with security interests to Greenfield Commercial Credit, L.L.C. and Freemont Financial Corporation.

3. Registered in the name of Aropi, Inc., an Iowa corporation, with a security interest to Greenfield Commercial Credit, L.L.C.

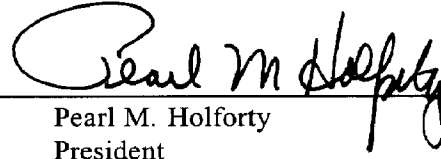
RPKE, LLC will transfer ownership of the above-referenced trademarks and service marks to its own name.

IN WITNESS WHEREOF, Mortgagor and Mortgagee agree to amend Exhibit B as indicated above, as of the date first written above.

ATTEST:

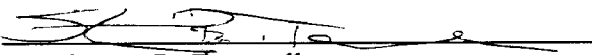

James C. Zabriskie

RPKE, LLC,
a Michigan limited liability company,
By: Liberty BIDCO Investment Corporation,
a Michigan corporation
Its: Member

By: 
Pearl M. Holforty
Its: President


AGREED AND ACCEPTED AS OF
THIS 18th DAY OF Aug, 1999

GREENFIELD COMMERCIAL CREDIT, L.L.C.,
a Michigan limited liability company

By: 
Steven B. Tomasello
Its: Credit Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Patent, Trademark, Copyright and License Mortgage was executed and acknowledged before me this 16th day AUG., 1999, by Pearl M. Holforty, personally known to me to be the President of Liberty BIDCO Investment Corporation, a Michigan corporation, the member of RPKE, LLC, a Michigan limited liability company, on behalf of such company.


Notary Public, Oakland County,
State of Michigan
My Commission Expires:

DOROTHY M. BOBROWICZ
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Apr 14, 2003
ACTING IN OAKLAND COUNTY, MI

**THIS INSTRUMENT PREPARED BY
AND AFTER FILING RETURN TO:**

Robert D. Mollhagen, Esq.
Howard & Howard Attorneys, P.C.
1400 North Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304-2856

g:\greenfie\vpke\ag\amended exhibit B