

MED 10.21.99

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

10-25-1999

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101180792



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other  Collateral Assignment and Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  Meridian Enterprises Corporation

10/01/99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization  Missouri

Receiving Party

Mark if additional names of receiving parties attached

Name  Banc of America Commercial Finance Corporation through its Commercial  
Funding Division

DBA/AKA/TA

Composed of

Address (line 1)  222 North LaSalle Street

Address (line 2)

Address (line 3)  Chicago

City

Illinois

State/Country

60601

Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization  Delaware

10/22/1999 DNGUYEN 00000284 75661642

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
225.00 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

TRADEMARK

REEL: 001978 FRAME: 0799

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

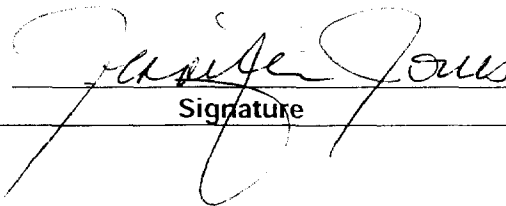
Yes

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.

Jennifer Jones



10-19-99

Name of Person Signing

Signature

Date Signed

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**  
(U.S. Trademarks)

THIS AGREEMENT is made and entered into effective as of the 1st day of October, 1999, by and between MERIDIAN ENTERPRISES CORPORATION, a Missouri corporation (“Assignor”) having its principal office at 945 Hornet Drive, Hazelwood, Missouri 63042-2309 and BANC OF AMERICA COMMERCIAL FINANCE CORPORATION THROUGH ITS COMMERCIAL FUNDING DIVISION (“Secured Party”), under the Loan Agreement described below with an office located at 222 North LaSalle Street, Chicago, Illinois 60601.

PRELIMINARY STATEMENT. Assignor has executed and delivered to Secured Party a Loan and Security Agreement dated as of October 1, 1999 (as amended from time to time, the “Loan Agreement”) which provides that Secured Party shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Assignor. In order to induce Secured Party to execute and deliver the Loan Agreement, Assignor has agreed to grant to Secured Party a security interest in, and collaterally assigns to Secured Party, certain trademark rights.

This Agreement is being executed contemporaneously with the Loan Agreement under which Secured Party has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the “Other Assets”) relating to products sold under the Trademark, as defined hereinafter. The Loan Agreement provides that Secured Party shall have the right to foreclose on the Trademark Collateral, as defined hereinafter, and the Other Assets, upon the occurrence of an Event of Default, as defined in the Loan Agreement, in order that any owner of the Trademark Collateral may continue the manufacture of products under the Trademark and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Secured Party as follows:

1. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of all obligations of Assignor to Secured Party under the Loan Agreement (the “Obligations”), Assignor hereby grants to Secured Party a continuing security interest in all of its right, title and interest in and to the trademark(s), tradename(s) and servicemark(s) listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time) (collectively, the “Trademark”), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the “Trademark Rights”), and the goodwill of the business to which the Trademark relates (the

“Associated Goodwill”) (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the “Trademark Collateral”).

(b) In addition to the grant of security interest provided in paragraph 1(a), Assignor hereby assigns and conveys to Secured Party all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default, as defined in the Loan Agreement.

2. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Secured Party that:

(a) The registrations of the Trademark are subsisting and have not been adjudged invalid or unenforceable;

(b) The Trademark is valid and enforceable;

(c) No claim has been made that the use of the Trademark does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and to perform its terms;

(f) Assignor shall use for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademark;

(g) Assignor shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Trademark.

3. Inspection Rights. Assignor hereby grants to Secured Party and its employees, agents and designees the right to visit Assignor’s plants and facilities which manufacture, inspect or store products sold under the Trademark, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts required by Secured Party to ensure Assignor’s compliance with paragraph 2(g) hereof.

4. Further Assurances. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor’s obligations under this Agreement, without Secured Party’s prior written consent. Assignor further agrees that at any time and from time to time, at the

expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Secured Party to exercise its rights and remedies hereunder.

5. Additional Trademarks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), tradename(s) or servicemark(s) or application(s) therefor, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Secured Party prompt written notice thereof.

6. Modification by Secured Party. Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), tradename(s) or servicemark(s), or future application(s) therefor, covered by paragraphs 1 and 5 hereof, without the signature of Assignor to the extent permitted by applicable law.

7. Grant of License to Secured Party. Assignor hereby presently grants to Secured Party a license to use the Trademark in connection with the Collateral, as defined in the Loan Agreement, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral, as defined in the Loan Agreement, by or to Secured Party pursuant to the Loan Agreement and/or this Agreement. The license granted in this paragraph 7 may be transferred by Secured Party, without Assignor's consent, to any successor of Secured Party, any assignee of Secured Party, and/or any purchaser or other transferee of any or all of the Collateral, as defined in the Loan Agreement. This license may not be revoked until all of the Obligations have been satisfied in full.

8. Rights of Assignor. Unless and until there shall have occurred an Event of Default, as defined in the Loan Agreement, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any license under the Trademark or the other Trademark Collateral, other than the license to Secured Party hereunder, without the prior written consent of Secured Party.

9. Default. If any Event of Default, as defined in the Loan Agreement, shall have occurred, Assignor's ownership and right shall terminate forthwith, and Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

10. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

11. Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate, as defined in the Loan Agreement.

12. Preservation of Trademark Rights. Assignor shall have the duty, through counsel acceptable to Secured Party, to prosecute diligently any trademark registration applications of the Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been satisfied in full, to make federal application on registrable but unregistered trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Trademark without the prior written consent of Secured Party. Assignor shall have the right, with the consent of Secured Party, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark, in which event Secured Party may, if necessary, be joined as a nominal party to such suit so long as Secured Party is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including, without limitation, attorneys' fees, incurred by Secured Party in the fulfillment of any provision of this paragraph 12.

13. Secured Party Appointed Attorney-In-Fact. Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Secured Party or anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Secured Party May Act. If Assignor fails to comply with any of its obligations hereunder, Secured Party may do so in Assignor's name or in Secured Party's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Secured Party in full for all expenses, including, without limitation, attorneys' fees, incurred by Secured Party in protecting, defending or maintaining the Trademark Collateral or any part thereof.

15. No Waiver. No course of dealing between Assignor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder, under the Loan Agreement, or under applicable law 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.

16. Rights Cumulative. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

17. Severability. The provisions of this Agreement 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 Agreement in any jurisdiction.


18. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

19. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

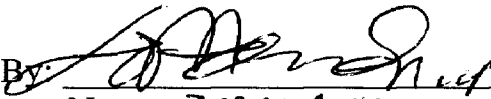
20. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Illinois.

WITNESS the execution hereof under seal as of the day and year first above written.

MERIDIAN ENTERPRISES CORPORATION

By:   
Name: Samuel G. Jouprayan  
Title: President

BANC OF AMERICA COMMERCIAL FINANCE CORPORATION THROUGH ITS COMMERCIAL FUNDING DIVISION

By:   
Name: ROBERT A. HAWKER  
Title: Vice President



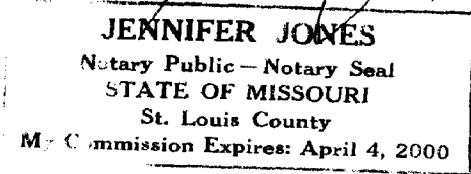
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI     )  
  ) SS.  
CITY OF ST. LOUIS     )

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 1st day of October, 1999, personally appeared Samuel G. Touma to me known personally, and who, being by me duly sworn, deposes and says that ~~(s)~~he is the President of Meridian Enterprises Corporation, a Missouri corporation, and that the foregoing instrument was signed on behalf of said corporation under proper authority, and said Samuel G. Touma acknowledged said instrument to be the free act and deed of said corporation.

Jennifer Jones  
Notary Public

My Commission Expires:

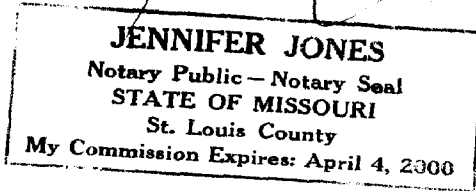


STATE OF MISSOURI     )  
  ) SS.  
CITY OF ST. LOUIS     )

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 1st day of October, 1999, personally appeared Robert A. Handler to me known personally, and who, being by me duly sworn, deposes and says that ~~(s)~~he is the Vice President of Banc of America Commercial Finance Corporation Through Its Commercial Finance Division and that the foregoing instrument was signed on behalf of said corporation under proper authority, and said Robert A. Handler acknowledged said instrument to be the free act and deed of said corporation.

Jennifer Jones  
Notary Public

My Commission Expires:



**SCHEDULE A****U.S. TRADEMARKS**

<b>NAME</b>	<b>REGISTRATION NUMBER</b>	<b>SERIAL No.</b>
Award Partners	2,179,182	75/150,033
Incenticard	2,097,360	75/150,032
Merlin		75/661,642
Misc. design (Merlin logo)		75/661,892
Our Expression of Thanks		75/562,303
Plum Brand Rewards		75/563,297
QM Dividends		75/563,267
QM Dividends (stylized)		75/651,589
Ultra Rewards		75/640,042
World of Rewards	2,177,352	75/150,654