

11-19-1999



101203406

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

MUD 11/15/99

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
- Change of Name
- Other

Effective Date
Month Day Year
093099

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
093099

Name

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.)

FOR OFFICE USE ONLY

18/1999 DNGUYEN 00000172 2163767

FC:481
FC:482

40.00 OP
50.00 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

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

414-297-5851

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)

<input type="text" value="2163767"/>	<input type="text" value="2180332"/>	<input type="text"/>	<input type="text" value="75729816"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.)

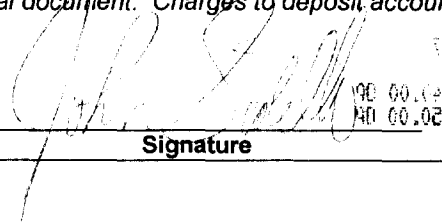
Deposit Account Number: #

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.

John Scotello
Name of Person Signing


Signature

10-23-99
Date Signed

TRADEMARK COLLATERAL AGREEMENT

This 28th day of August, 1997, MK Acquisition Company, a Wisconsin corporation ("Assignor"), with its principal place of business and mailing address at 41 West 8th Avenue, Oshkosh, Wisconsin 54906-0100, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages, pledges and grants to First Security Bank, National Association, not individually but solely as trustee (herein, together with its successors in trust under the Collateral Trust Agreement dated as of August 15, 1997 being herein called "Assignee") under such Collateral Trust Agreement, with its mailing address at 79 South Main Street, Salt Lake City, Utah 84111, a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in that certain Security Agreement Re: Patents, Trademarks and Copyrights dated as of August 15, 1997 by and between Assignor and Assignee (the "Agreement").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

MK ACQUISITION COMPANY

By 
Its President

Michael D. Muoio
(Type or Print Name)

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not individually but solely
as trustee under the Collateral Trust
Agreement

By 
Its Assistant Vice President

Brett R. King
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael D. Muoio, the President of MK Acquisition Company, a Wisconsin corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of August, 1997.

(NOTARIAL SEAL)

Suzanne L. Misialek
Notary Public

My Commission Expires:

Suzanne L. Misialek
(Type or Print Name)



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brett R. King, an Assistant Vice President of First Security Bank, National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of August, 1997.

(NOTARIAL SEAL)

Suzanne L. Misialek
Notary Public

My Commission Expires:

Suzanne L. Misialek
(Type or Print Name)

OFFICIAL SEAL
SUZANNE L MISIALEK
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. DEC. 24, 1998

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Exposures	1,622,457	11/13/90
The Shoe Box	1,634,030	02/05/91
Miles Kimball	1,645,633	05/21/91
Just Between Us	1,838,236	05/31/94
Quibble-Free Guarantee	1,837,485	05/24/94
Snapshots	1,991,607	08/06/96

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Exposures a Whole New Way to Look at Pictures (Stylized)	75/276,199	04/17/97

AMENDMENT NO. 1
to
TRADEMARK COLLATERAL AGREEMENT

That certain Trademark Collateral Agreement dated August 28, 1997, between MK Acquisition Company and First Security Bank, National Association, not individually but solely as trustee, a copy of which is attached hereto, is hereby amended as follows:

Schedule A-1 to the agreement is amended to add the following:

Reg. No. 2,163,767 (EXPOSURES A WHOLE NEW WAY TO LOOK AT
PICTURES (Stylized)) (included in the original Schedule A-1 as App.
Serial No. 75/276,199)

Reg. No. 2,180,332 (HOME GALLERY)

App. Serial No. 75/729,816 (PROTECTING WHAT'S PRICELESS)

IN WITNESS WHEREOF, Miles Kimball Company (fka MK Acquisition Company) has caused this Amendment No. 1 to Trademark Collateral Agreement to be duly executed as of September 30, 1999.

MILES KIMBALL COMPANY

By 

Its President

Mike Muoio

(Type or Print Name)

FIRST SECURITY BANK, NATIONAL ASSOCIATION, not
individually but solely as trustee under a
Collateral Trust Agreement

By *Brett R. King*
Its ~~President~~
Brett R. King
Vice President

(Type or Print Name)

STATE OF _____)
)SS
COUNTY OF _____)

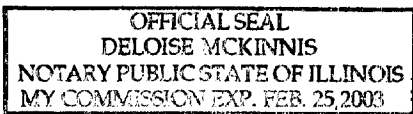
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that BRETT R. KING, the ^{vice} President of First Security Bank, National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of September, 1999.

(NOTARIAL SEAL)

DeLoise McKinnis
Notary Public

My Commission Expires: _____
(Type or Print Name)



STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael D. Nuoio, the President of Miles Kimball Company, a Wisconsin corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of September, 1999.

(NOTARIAL SEAL)

Kristine S. Cherek
Notary Public

My Commission ~~Expires~~: is permanent.

Kristine S. Cherek
(Type or Print Name)