

02-18-2000



101270031

MRD  
1-28-00

### 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
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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  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

02/17/2000 DNGUYEN 00000005 75631811

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 25.00 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. 20503

REEL: 002024 FRAME: 0559

**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.

Stuart W. Rathje

1/26/00

Name of Person Signing

Signature

Date Signed

# FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "**First Supplement**") made as of this 30th day of November, 1999, by Hollinee, L.L.C., a Delaware limited liability company ("**Grantor**"), in favor of Heller Financial, Inc., as agent ("**Grantee**") for its own benefit and the benefit of the Lenders (as such term is defined in the Credit Agreement defined below).

## W I T N E S S E T H

WHEREAS, Grantor, Grantee and certain Lenders entered into that certain Credit Agreement dated as of May 14, 1997 (the "**Original Credit Agreement**"), which Credit Agreement provided for Grantee and such Lenders to, from time to time, extend credit to or for the account of Grantor;

WHEREAS, the Original Credit Agreement was amended and restated pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement dated as of December 21, 1998 among Grantor, Grantee, Heller Financial, Inc., as a Lender, Harris Trust and Savings Bank, as a Lender, and Fleet Capital Corporation, as a Lender (as amended or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the execution of the Original Credit Agreement, Grantor executed and delivered to Grantee that certain Trademark Security Agreement dated as of May 14, 1997 (as amended or otherwise modified from time to time, the "**Trademark Security Agreement**");

WHEREAS, Grantor desires to amend Schedule 1 to the Trademark Security Agreement;

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, Grantor agrees as follows:

1. Incorporation. The Trademark Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement.

2. Amendment. Grantor and Grantee hereby agree that Schedule 1 to the Trademark Security Agreement is hereby amended by adding thereto the federally registered trademarks and trademark applications listed on Schedule A hereto.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Trademark Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising Trademark Collateral (as such term is defined in the Trademark Security Agreement after giving effect to the amendments and other modifications contemplated by this First Supplement).

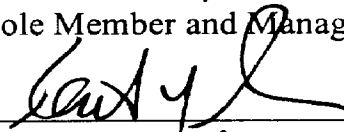
4. Binding Effect; Benefits. This First Supplement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee, its successors, nominees and assigns. Except as expressly modified hereby, the Trademark Security Agreement remains in full force and effect. Grantor hereby reaffirms its obligations under the Trademark Security Agreement, as modified by this First Supplement.

5. APPLICABLE LAW; SEVERABILITY. THIS FIRST SUPPLEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS FIRST SUPPLEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS FIRST SUPPLEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS FIRST SUPPLEMENT.

IN WITNESS WHEREOF, Grantor has duly executed this First Supplement as of the date first written above.

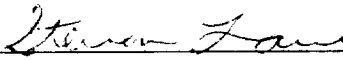
HOLLINEE, L.L.C.

By: Lone Pine Canyon LLC  
Its: Sole Member and Manager

By   
Its Authorized Officer

Agreed and Accepted  
As of the Date First Written Above

HELLER FINANCIAL, INC., as agent

By   
Its VP

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Reg. Date</u>
Prebond	2,214,532	12/29/98

**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Holliflo	75/631,811	02/01/99