

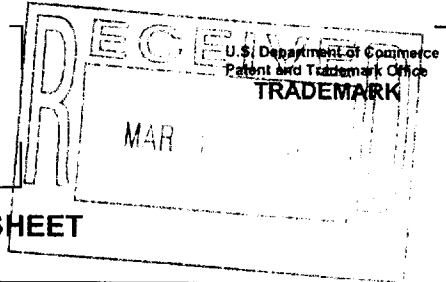
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04-07-2000

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



101308977



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

Conveying Party

Mark if additional names of conveying parties attached

Name FIRE KING INTERNATIONAL, INC.

Execution Date
Month Day Year
02292000

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name NATIONAL CITY BANK OF KENTUCKY

DBA/AKA/TA

Composed of

Address (line 1) 101 SOUTH FIFTH STREET

Address (line 2)

Address (line 3) LOUISVILLE

City

KENTUCKY

State/Country

40202

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization US NATIONAL BANKING ASSOCIATION

04/07/2000 JSMBZZ 00000055 2147322

FOR OFFICE USE ONLY

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40.00 DP

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: 002046 FRAME: 0059

Domestic Representative Name and Address

Enter for the first Receiving Party only.

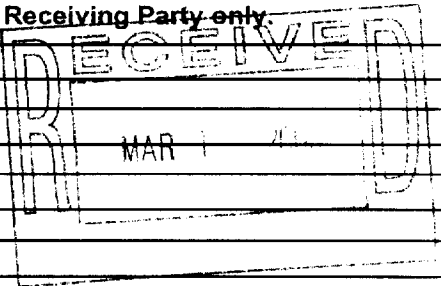
Name

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2147322"/>	<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.

THOMAS C. FENTON

02-29-2000

Name of Person Signing

Signature

Date Signed

TRADEMARK COLLATERAL ASSIGNMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT (the "Assignment") is made and entered into this 29th day of February, 2000, by and between Fire King International, Inc., a Kentucky corporation having a mailing address at 101 Security Parkway, New Albany, Indiana 47150 ("Assignor") and National City Bank of Kentucky, with its principal place of business located at 101 South Fifth Street, Louisville, Kentucky 40202 ("Bank").

WHEREAS, Assignor has executed and entered into a certain Loan and Security Agreement of even date herewith, between Assignor and Bank (the "Loan Agreement"), pursuant to which Bank is granted a lien on and security interest in all of Assignor's goods, documents, instruments, machinery, equipment, and general intangibles (the "Other Assets"), which Other Assets relate to products sold under the Trademarks, whereby Bank shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Loan Agreement, in order that the owner of the Trademarks may continue the manufacture of the products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor; and

WHEREAS, to induce Bank to execute and enter into the Loan Agreement, Assignor has agreed to assign to Bank certain trademark rights;

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Bank as follows:

1. To secure the complete and timely satisfaction of all Liabilities (as defined in the Loan Agreement), Assignor hereby grants, assigns, and conveys to Bank:

(a) Assignor's entire right, title, and interest in and to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all 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 "Trademarks"); and

(b) The good will of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks 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 each of the Trademarks, free and clear of any liens, charges, and 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 Assignment and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Assignment, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Bank and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Bank to ensure Assignor's compliance with Paragraph 2(g).

4. Assignor agrees that, until all of the Liabilities 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 Assignment, without Bank's prior written consent.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of Paragraph 1 hereof shall automatically apply thereto and Assignor shall give Bank prompt written notice thereof.

6. Assignor authorizes Bank to modify this Assignment by amending Schedule A to include any future trademarks and trademark applications covered by Paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Bank hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks 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 sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Bank.

8. Upon the occurrence of any Event of Default and after the lapse of any applicable cure period, Assignor's license under the Trademarks as set forth in Paragraph 7, shall terminate forthwith, and Bank shall have, in addition to all other rights and remedies given it by this Assignment, 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 Trademarks may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement,

sell at public or private sale or otherwise realize upon, in Louisville, Kentucky, or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Assignor hereby appoints and constitutes Bank its true and lawful attorney-in-fact, with full power of substitution, including the power to appoint and constitute any officer or agent of Bank, as Bank may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power and authority to endorse Assignor's name on all applications, documents, papers, and instruments necessary for Bank to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other person, or necessary for Bank to assign, pledge, convey, or otherwise transfer title in or dispose of the Trademarks to any other person. Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney and the Special Power of Attorney executed contemporaneously herewith shall be exercisable upon the occurrence of any Event of Default and after the lapse of any applicable cure period, and shall be irrevocable for the life of this Assignment.

10. At such time as Assignor shall completely satisfy all of the Liabilities, this Assignment shall terminate and Bank shall execute and deliver to Assignor all deeds, assignments, and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Bank in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of this transaction, 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 other expense incurred in protecting, maintaining, or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Bank, and until so paid shall be added to the principal amount of the liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Assignor shall have the duty, through counsel reasonably acceptable to Bank, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Assignment or thereafter until the Liabilities shall have been paid 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 Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. Assignor shall not abandon any Trademark without the consent of Bank, which consent shall not be unreasonably withheld.

13. Assignor shall have the right, with the prior written consent of Bank, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Trademarks, in which event Bank may, if necessary, be joined as a nominal party to such suit if Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Bank for all damages, costs, and expenses, including attorneys' fees, incurred by Bank in the fulfillment of the provisions of this Paragraph 13.

14. If Assignor fails to comply with any of its obligations hereunder, Bank may do so in Assignor's name or in Bank's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Bank in full for all expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending, and maintaining the Trademarks.

15. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power, or privilege hereunder or under the Loan Agreement 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. All of Bank's rights and remedies with respect to the Trademarks, 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. The provisions of this Assignment 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 clause or provision of this Assignment in any jurisdiction.

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

19. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Kentucky.

Schedule A to Trademark Collateral Assignment.

Registration No.	Mark	Registration Date	Expiration Date
2,147,322	SILVERADO	03-31-98	03-31-2008

Foreign Registrations

Registration No.	Mark	Registration Date	Jurisdiction
570,748	FIRE KING	02-25-98	Mexico
571,152	GIBRALTER	02-26-98	Mexico
571,150	HERCULES	02-26-98	Mexico
571,153	MEILINK	02-26-98	Mexico
571,151	TURTLE	02-26-98	Mexico