

03/13/00

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04-17-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



03-13-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #57

Commissioner of Patents and Trademarks

101321469

See original documents or copy thereof.

1. Name of conveying party(ies):

Gemsbacher's, Inc.

- Individual(s)
- General Partnership
- Corporation-State TX
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: January 14, 2000

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association, as agent

Internal Address: _____

Street Address: 135 S. LaSalle

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association National
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,220,356

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

04/17/2000 DNGUYEN 00000075 2220356

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

9. 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.

Laura Konrath

Name of Person Signing

[Signature]
Signature

3/6/00
Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK

REEL: 002052 FRAME: 0669

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 11, 2000, by GERNSBACHER'S, INC., a Texas corporation (the "Grantor") in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lender Parties (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, Grantor has entered into a Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement") with various financial institutions, certain other borrowers party thereto (together with Grantor, collectively, the Borrowers), Fleet Capital Corporation, as syndication agent, and LaSalle Bank National Association, in its capacity as administrative agent for such financial institutions, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrowers;

WHEREAS, Grantor has entered into a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Lender Parties are secured;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Lender Parties, this Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of Agent and the Lender Parties, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the guaranties described therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Agent and the Lender Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”);

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GERNSBACHER'S, INC.

By: John C Cavalus
Title: Vice President

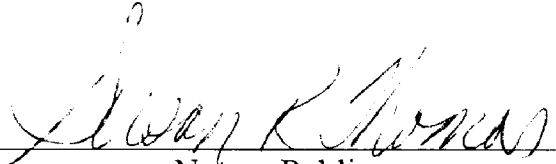
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

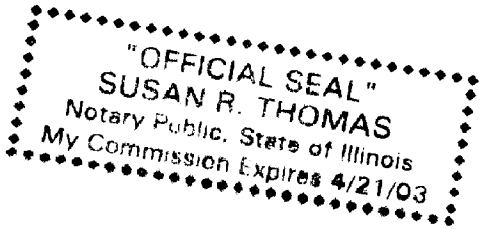
By: Bella Latterfield
Title: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 14th day of January __, 2000, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Gernsbacher's, Inc., a Texas corporation, and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark Reg. No.	Date
2,220,356	1/26/99

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
	None.	

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT REGISTRATIONS

Mark Reg. No.	Date
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None.

PATENT APPLICATIONS

None.

PATENT LICENSES

Name of Agreement	Parties	Date of Agreement
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None.



03-13-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #57

WINSTON & STRAWN

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

444 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071-2911

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

35 WEST WACKER DRIVE
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21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

(312) 558-6352

February 17, 2000

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: LaSalle Bank/SESC/Gernsbachers

Dear Commissioner:

Enclosed is a Patent & Trademark Security Agreement together with a check in the amount of \$40.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN

Laura L. Konrath
Senior Legal Assistant

LLK:kaj
Enclosures

TRADEMARK
REEL: 002052 FRAME: 0676

Exhibit B

Licenses

None

Exchange.3040086.1
Horizon Terra, Inc.
Trademark Agreement

TRADEMARK
REEL: 002052 FRAME: 0677

Exhibit C

Principal Place of Business

1. 110 Technology Way
Jeffersonville, IN 47130



03-13-2000

WINSTON & STRAWN

U.S. Patent & TM Ofc/TM Mail Rcpt Dt. #57

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

444 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071-2911

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21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

(312) 558-6352

February 16, 2000

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: Bank of America/Store Fixtures/Horizon Terra Incorporated

Dear Commissioner:

Enclosed is a Trademark Security Agreement together with a check in the amount of \$65.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN

Laura L. Konrath
Senior Legal Assistant

LLK:kaj
Enclosure

RECORDED: 03/13/2000

TRADEMARK
REEL: 002052 FRAME: 0679