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04-20-2000

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

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

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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-20-00

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

Execution Date
Month Day Year

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.)

04/19/2000 DNGUYEN 00000208 73478014

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 GP
150.00 GP

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: 002055 FRAME: 0323

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.

A. J. Schwartz

Name of Person Signing



Signature

3-3-00

Date Signed

**COLLATERAL ASSIGNMENT AND
TRADEMARK/PATENT SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK/PATENT SECURITY AGREEMENT (this "Agreement"), made effective as of the 18th day of June, 1999, by ROSE AMERICA CORPORATION., a Kansas corporation ("Grantor"), in favor of COMMERCE BANK, N.A., a national banking association ("Lender");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks and patents which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark/Patents Rights"); and

WHEREAS, Lender has made certain loans and advances to Grantor, all pursuant to that certain Loan and Security Agreement, dated as of September 29, 1998 between Grantor and Lender (hereinafter, together with any amendments, modifications or supplements thereto, called the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Grantor pursuant to the second amendment to the Loan Agreement dated June 18, 1999, Lender has required that Grantor grant to Lender a security interest in and collateral assignment of the Trademark/Patent Rights;

NOW, THEREFORE, in order to induce Lender to continue the financial accommodations to Grantor provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Lender a security interest in, and makes to Lender a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark/Patent Rights. The Trademark/Patent Rights shall serve as collateral security to Lender for the payment of all Obligations of Grantor to Lender, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Loan Agreement.

Notwithstanding the foregoing, unless and until Lender exercises the rights and remedies accorded to it under the Loan Agreement, and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark/Patent Rights, Grantor shall own, and may use and enjoy the Trademark/Patent Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

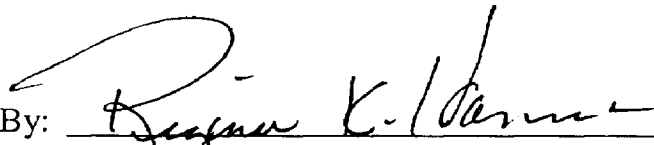
Grantor further agrees (a) that Lender shall not have any obligation or responsibility to protect or defend the Trademark/Patent Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Lender in writing of infringements of the Trademark/Patent Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Lender may do so in Grantor's name or in Lender's name but at Grantor's expense, and Grantor hereby agrees to reimburse Lender for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademark/Patent Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark/Patent Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time Lender shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Lender's interest in the Trademark/Patent Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Lender and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, under seal as of the date first above written.

ROSE AMERICA CORPORATION

By: 
Name: REGINA K. HANNA
Title: President

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF Kan Sedgwick)



This instrument was acknowledged before me on 20th, Jan, 2000 by Regina K. Hanna, as the President of Rose America Corporation, a Kansas corporation.

Karen Burger
Print Name: Karen Burger
Notary Public in and for said County and State

My Appointment Expires:

6/09/2003

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53988-0212

EXHIBIT "A"

ROSE AMERICA CORPORATION
PATENTS AND TRADEMARKS

PATENTS

PATENT #	TITLE	DATE FILED	DATE ISSUED	INVENTOR
Des. 345586	Flexible Flying Disk Toy	Oct. 9, 1992	Mar. 29, 1994	Thomas Hanna
5,261,846	Flexible Flying Disk Toy	Oct. 9, 1992	Nov. 16, 1993	Thomas Hanna

TRADEMARKS

REGISTRATION #	DESCRIPTION	DATE FILED	DATE REGISTERED	SER. NO.
1,350,634	ROSE AMERICA CORPORATION	April 30, 1984	Jul. 23, 1985	73-478,014
2,137,538	BMB	May 7, 1997	Feb. 17, 1998	75-288,246
1,366,879	BMB LOGO	April 30, 1984	Oct 22, 1985	73-288,243
1,903,589	SAND CANYON	Oct. 7, 1992	Jul 4, 1995	74-320,955
1,706,773	MADE IN THE HEART OF AMERICA	Aug. 16, 1991	Aug 11, 1992	74-195,348
	MADE IN THE HEART OF AMERICA	Oct. 9, 1998		75-587,685
	PetWear	May. 7, 1997		75-288,243