

05-22-2000

TJ



To the Honorable Commissioner of Patent

101363705

1 original documents or copy thereof.

1. Name of conveying party(ies): 300 APR 23 AM 10:01

Scott Companies, Inc.  
PO Box 47248  
Plymouth, Minnesota

UPR/FINANCE

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation - State of Minnesota  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: September 26, 1996

2. Name and address of receiving party(ies):

Name: Diversified Business Credit, Inc.Street Address: 3630 Dain Rauscher Plaza,  
60 South Sixth StreetCity: Minneapolis State: MN Zip: \_\_\_\_\_

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State of Minnesota  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No(Designations must be a separate document from assignment)  
Additional name(s) and address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark No.(s) -

2,164,773  
1,618,672

Additional Numbers attached? ☐ Yes ☒ No

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

Name: Lorrie Turner-Proulx, Esq.Hodgson, Russ, Andrews, Woods & Goodyear, LLPInternal Address: Intellectual Property Law SectionStreet Address: One M&T Plaza, Suite 2000City: Buffalo State: NY ZIP: 14203-23916. Total number of applications and registrations involved: 027. Total fee (37 CFR 3.41)..... \$65.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:  
08-2442

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

05/22/2000 ASCOTT 00000024 2164773

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

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.*

Lorrie Turner-Proulx

Name of Person Signing

Signature

April 28, 2000

Date

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

6

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments Washington DC 20231

## GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Scott Companies, Inc., a Minnesota corporation, P.O. Box 47248, Plymouth, Minnesota (hereinafter referred to as the "Grantor") owns the Federally registered trademarks identified on Exhibit A attached hereto and hereby made a part hereof (hereinafter referred to as the "Trademark Collateral");

WHEREAS, the Grantor has agreed to grant, subject to the terms and conditions of a certain Credit And Security Agreement dated as of September 26, 1996 between the Grantor and Diversified Business Credit, Inc., a Minnesota corporation, 3630 Dain Rauscher Plaza, 60 South Sixth Street, Minneapolis, Minnesota (hereinafter referred to as the "Lender") a security interest in substantially all of the property of the Grantor as defined in the Credit and Security Agreement to secure the payment of all Obligations as defined in the Credit And Security Agreement; and

WHEREAS, the parties hereto wish (i) to confirm that the grant of the security interest in and to all General Intangibles of the Grantor pursuant to the Credit And Security Agreement includes, without limitation, all of the Grantor's trademarks, trademark registrations, trademark applications and trade names, that are presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the trademarks and registrations thereof; and (ii) to execute this grant of Security Interest, granting a security interest in the Trademark Collateral (as hereinafter defined) to Lender, to accomplish the matters set forth in clause (i) above and for purposes of registering the Lender's security interest in the Trademark Collateral with the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

The Grantor and the Lender hereby acknowledge and confirm that the grant of a security interest in and to all General Intangibles of the Grantor pursuant to the Agreement includes,

without limitation, all of the Grantor's trademarks, trademark registrations, trademark applications and trade names, that are presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the trademarks and registrations thereof.

As collateral security for the performance and payment of all Obligations, and for purposes of perfecting the Lender's security interest in the Trademark Collateral with the United States Patent and Trademark Office, the Grantor does hereby mortgage, pledge, and grant to the Lender a security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items are types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

each trademark, trademark registration and trademark application, including, without limitation, each trademark and trademark registration referred to in Exhibit A attached hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application.

This security interest is granted in conjunction with the security interest granted to the Lender in substantially all of the property of the Grantor, as set forth in the Credit And Security Agreement which is made a part hereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit And Security Agreement, the terms and provisions of which are incorporated by reference herein as it fully set forth herein.

This Grant Of Security Interest In Trademark is effective as of September 26, 1996

SCOTT COMPANIES, INC.

By: Diversified Business Credit, Inc.,  
Pursuant to a power of attorney granted in  
the above-identified Credit And Security  
Agreement of September 26, 1999

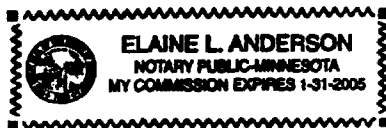
  
\_\_\_\_\_  
Mark Schwieters, Vice President

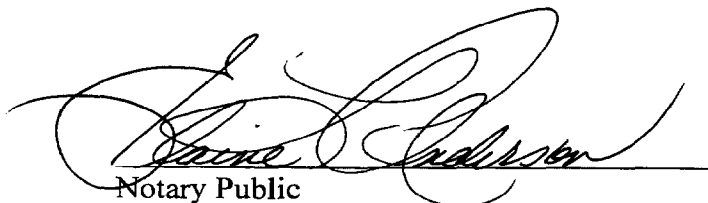
DIVERSIFIED BUSINESS CREDIT, INC.

By:   
\_\_\_\_\_  
Mark Schwieters, Vice President

STATE OF MINNESOTA    )  
  : ss.  
COUNTY OF HENNEPIN    )

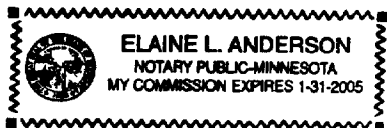
On this 2nd day of February, 2000, personally appeared Mark Schwieters, to me known and known to me to be the Vice President of Diversified Business Credit, Inc. who confirmed to me that he executed the foregoing Grant Of Security Interest In Trademarks on behalf of Scott Companies, Inc. with full authority to do so pursuant to a power of attorney granted in the herein-identified Credit and Security Agreement of September 26, 1996.



  
Notary Public

STATE OF MINNESOTA    )  
  : ss.  
COUNTY OF HENNEPIN    )

On this 2nd day of February, 2000 personally appeared Mark Schwieters, to me known and known to me to be the Vice President of Diversified Business Credit, Inc. who confirmed to me that he executed the foregoing Grant Of Security Interest In Trademarks with full authority to do so.



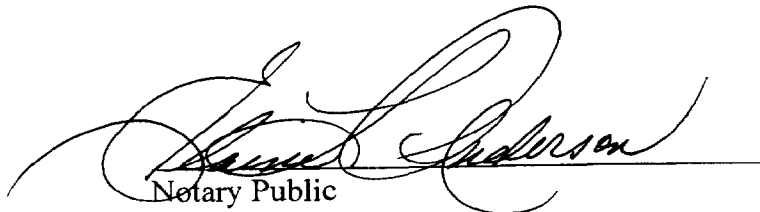
  
Notary Public

EXHIBIT A

<u>Trademark</u>	<u>Federal Registration No.</u>	<u>Issue Date</u>
JEWELSTAR MASTER JEWELRY J and design	2,164,773	June 9, 1998
JEWELSTAR (stylized letters)	1,618,672	October 23, 1990

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