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Expires 06/30/99
OMB 0651-0027

09-06-2000



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

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**RECORDATION FORM COVER SHEET
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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 #
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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

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
- 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.)

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| 01 FC:481 | 40.00 OP |
| 02 FC:482 | 25.00 OP |
| 03 FC:484 | 120.00 OP |

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002105 FRAME: 0563

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name STEVEN M. TOOLEY, VICE PRESIDENT

Address (line 1) P.O. BOX 4070

Address (line 2)

Address (line 3) OMAHA, NE 68104

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 402-551-4310

Name STEVEN M. TOOLEY, VICE PRESIDENT

Address (line 1) P.O. BOX 4070

Address (line 2)

Address (line 3) OMAHA, NE 68104

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

2

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)

75578997

75578999

Number of Properties

Enter the total number of properties involved.

TWO (2)

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

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.

STEVEN M. TOOLEY, V.P.

Steven M. Tooley, V.P.

6-30-00

Name of Person Signing

Signature

Date Signed

FINANCING STATEMENT AND SECURITY AGREEMENT

1. Debtors (Last name first) and address(es) including county:

Howard L. Brooks
16020 Boyd Circle
Omaha, Nebraska 68116

2. Secured Party and Address:

Great Western Bank
P.O Box 4070
Omaha, Nebraska 68104

3. For Filing Officer (Date, Time, Number, and Filing Office):

For valuable and sufficient consideration, receipt of which is hereby acknowledged, Howard L. Brooks (hereafter collectively referred to as "Debtor"), as security for all of the present and future indebtedness and liabilities (including without limitation guaranties) of whatever nature of Brooks Design, Inc., and/or Debtor to Great Western Bank, of Omaha, Nebraska ("Secured Party"), hereby grants to Secured Party an unavoidable security interest in all of the following property, whether now owned or hereafter acquired (the "Collateral"):

- A patent, and all patent rights, modifications, substitutions, drawings, patent applications and improvements related thereto, U.S. Patent No. D366.780 entitled "Lapp Top TV Tray"; and
- A patent, and all patent rights, modifications, substitutions, drawings, patent applications and improvements related thereto, U.S. Patent No. D387.623 entitled "Tray";
- A patent, and all patent rights, modifications, substitutions, drawings, patent applications and improvements related thereto, U.S. Patent No. 5,732,849 entitled "Reversible Lapp Top Tray";
- A trademark, and all rights, modifications, derivative works, substitutions and applications and improvements related thereto, "THE TABLE YOU CAN TOTE", which trademark Debtor represents is protected under common trademark law and currently has an application pending with Federal Trademark Application Serial No. 75/578,997 entitled "THE TABLE YOU CAN TOTE", and all rights, trademarks, and trade names deriving therefrom. Nothing in Debtor's representation, however, limits the scope of the Collateral in favor of Secured Party that may arise hereafter; and
- A trademark, and all rights, modifications, derivative works, substitutions and applications and improvements related thereto, "LAPP TOPPER", which trademark Debtor represents is protected under common trademark law and currently has an application pending with

U.S. Trademark Application Serial No. 75/578,999 entitled "LAPP TOPPER", and all rights, trademarks, and trade names deriving therefrom. Nothing in Debtor's representation, however, limits the scope of the Collateral in favor of Secured Party that may arise hereafter.

as well as any and all Debtor's trade names, trademarks (of whatever nature, registered or unregistered), logos, specifications, operating manuals; customer lists; good will; all other books, records and other documents (whether or not related to the above patents); patterns (including without limitation all patterns located in or outside of Nebraska or Iowa); powers to waive notice or consent to shortened notice of sale of collateral; equipment; causes of action and other claims, whether legal, equitable or of any other nature, contingent or non-contingent, matured or unmatured, against any vendor, licensor, accountant, director or any other person; and powers to vote for directors of or consent to or vote for liquidation of all or substantially all assets of Debtor or Brooks Design, Inc., or to direct disposition of books and records of Debtor or Brooks Design, Inc., together with all substitutions and replacements for and products of any of the foregoing property and together with proceeds of any and all of the foregoing property and all improvements, accessions, additions to, accessories, attachments, parts, and repairs now or hereafter attached or affixed to or used in connection with any such property.

Debtor further warrants that the Collateral is being used for business operations, the address of Debtor's principal place of business and chief executive office is accurate as shown above. Debtor is a Nebraska resident, and the Debtor will not sell, compromise, or otherwise dispose of the Collateral or any associated patents, applications for patents or drawings, without Secured Party's written consent. Debtor further agrees not to use such manuals, patents or trademarks after default on any guaranty or other liability owed by Debtor to Secured Party, without Secured Party's written consent.

This document shall be governed by the laws of the State of Nebraska without regard for principles of conflict of laws. Debtor agrees Secured Party may inspect and, where applicable, copy the Collateral at any time and from time to time. Debtor agrees to inform Secured Party in writing of (a) any attempts by any person to seize, sell or otherwise transfer any Collateral; (b) any and all deadlines for fees or filings, if any, needed for ongoing validity of such patents and trademarks; and (c) any and all notices of alleged invalidity of such patents and trademarks or infringements by others on the rights granted by such patents or trademarks. Debtor hereby irrevocably consents to any patent attorney, trademark attorney, accountant or other agent discussing with Secured Party and disclosing to Secured Party work papers and information related to the above patents.

Executed: this 26 day of June, 2000.

Secured Party:

GREAT WESTERN BANK (Omaha, Nebraska)

By: Steven M. Tooley
Its officer and authorized agent

Debtor:

Howard L. Brooks
HOWARD L. BROOKS

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