

FORM PTO-1584 (Rev. 5-93) OMB No. 0051-0011 (exp. 4/94)

07-31-2000

SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioners

101418213

ached original documents or copy thereof.

1. Name of conveying party(ies):
Berkley Inc.
4.11.00
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Harris Trust and Savings Bank
Internal Address:
Street Address: 111 West Monroe Street
City: Chicago State: IL ZIP: 60603
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State IL
 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) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: February 4, 2000

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
See Schedule B-1
B. Trademark Registration No.(s)
See Schedule B-1
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin M. Hardtke
Internal Address: Chapman and Cutler
Street Address: 111 West Monroe Street
DNGUYEN 00000371 74593180
40.00 DP
3475.00 DP
City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 140

7. Total fee (37 CFR 3.41).....\$ 3,515.00
 Enclosed
 Authorized to be charged to deposit account

B. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.
Erin M. Hardtke
Name of Person Signing
Signature
4/11/00
Date
Total number of pages including cover sheet, attachments, and document: 30

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002109 FRAME: 0750

04/28/2000
01 FC:481
02 FC:482

SCHEDULE B-1

**TO: SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

**REGISTERED U.S. AND STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	LOC.	DKT NO.	FILING DATE	APPL. NO.	ISSUE DATE	REG. NO.	STATUS	INCL.
BERKLEY INC.								
ADVANTA	U.S.	36792	10/31/1994	74/593,180	10/03/1995	1,923,846	REGISTERED	28
AEROFIRE & DESIGN	U.S.	36673	08/18/1993	74/427,505	10/24/1995	1,928,974	REGISTERED	28
AEROFLEX	U.S.	36670	04/26/1993	74/382,396	08/02/1994	1,847,768	REGISTERED	28
AEROLITE	U.S.	36741	09/05/1996	75/162,127	07/14/1998	2,173,662	REGISTERED	28
AEROSTAR	U.S.	36572A	05/17/1993	74/802,033	03/07/1995	1,883,067	REGISTERED	28
BACKING CLASS	U.S.	36745	02/04/1991	74/135,828	03/16/1993	1,759,203	REGISTERED	28
BERKLEY	U.S.	37222	04/09/1999	75/679,563			PENDING	8, 16, 25, 26, 28, 42
BERKLEY (STYLIZED)	U.S.	36867	02/09/1987	643,882	10/06/1987	1,460,104	REGISTERED	22, 28
BERKLEY A.I.R.	U.S.	37152	11/13/1990	74/114,578	06/09/1992	1,693,309	REGISTERED	28
BERKLEY BIONIX	U.S.	36870	08/22/1985	554,869	05/20/1986	1,394,179	REGISTERED	28
BERKLEY CATCH MORE FISH & DESIGN	U.S.	38355	03/31/1999	75/671,704			PENDING	8, 16, 25, 28
BERKLEY FRENZY FISH FEED ON THE ACTION	U.S.	38406	05/21/1999	75/711,814			PENDING	028
BERKLEY LIMITED EDITION	U.S.	36742	03/16/1992	74/255,506	11/10/1992	1,731,332	REGISTERED	28
BERKLEY PERFORMANCE	U.S.	36743	03/16/1992	74/255,921	11/03/1992	1,729,591	REGISTERED	28
BERKLEY SELECT	U.S.	36765	12/11/1992	74/339,073	02/01/1994	1,819,517	REGISTERED	28
BERKLEY SERIES ONE	U.S.	36885	01/05/1987	638,419	08/11/1987	1,452,323	REGISTERED	28
BERKLEY STRIKE	U.S.	36868	11/18/1985	569,036	07/15/1986	1,401,378	REGISTERED	28
BERKLEY TACTICS	U.S.	36750	03/23/1992	74/257,755	11/10/1992	1,731,340	REGISTERED	28
BIG CAT	U.S.	39753	3/9/2000	75/939,291			PENDING	
BIO POWER	U.S.	36669	03/11/1992	74/254,317	12/06/1994	1,866,484	REGISTERED	28

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AND TRADEMARK APPLICATIONS**

MARK	LOC	DKT NO	FILING DATE	APPN NO	ISSUE DATE	REG. NO	STATUS	INCL
BIOMAG	U.S.	36672	09/17/1992	74/314,668	07/12/1994	1,845,175	REGISTERED	28
BIOSENSE	U.S.	36668	09/17/1992	74/314,669	07/12/1994	1,845,176	REGISTERED	28
BIOWEIGHTS	U.S.	36785	10/31/1994	74/592,591	10/10/1995	1,925,600	REGISTERED	28
BLUE STREAK (STYLIZED)	U.S.	36555	05/08/1959	73,188	01/26/1960	691,970	REGISTERED	28
BORON X & DESIGN	U.S.	36719	08/27/1981	325,481	07/13/1982	1,201,301	REGISTERED	28
CD SERIES	U.S.	38371	05/04/1999	75/716,457			PENDING	028
CENTER DRAG	U.S.	38372	05/04/1999	75/697,191			PENDING	028
CHERRYWOOD	U.S.	36496	07/19/1973	72/429,306	10/30/1973	972,113	REGISTERED	22
COFI	U.S.	36587	08/27/1996	75/136,844			ALLOWED	28
CROSS-LOK	U.S.	36508	09/18/1978	186,066	08/14/1979	1,124,105	REGISTERED	28
EAGLE	U.S.	36316	01/01/1901	75/359,483	10/13/1998	2,195,820	REGISTERED	28
EAGLE GLC	U.S.	36744	02/14/1991	75/135,827	04/26/1994	1,833,401	REGISTERED	28
FENGLASS	U.S.	36850	05/05/1980	260,859	06/01/1982	1,196,909	REGISTERED	28
FENWICK	U.S.	36717	09/22/1982	387,393	08/02/1983	1,247,191	REGISTERED	28
FENWICK & EAGLE DESIGN	U.S.	36467	05/17/1967	271,698	06/25/1968	851,374	REGISTERED	22
	U.S.	36729	07/16/1990	74/078,496	12/10/1991	1,667,714	REGISTERED	28
	U.S.	36716	09/14/1982	385,427	07/12/1983	1,245,488	REGISTERED	28
FENWICK (STYLIZED)	U.S.	36715	06/22/1982	370,939	06/12/1983	1,245,477	REGISTERED	28
FENWICK EAGLE	U.S.	36912	06/11/1990	067,685	08/13/1991	1,653,791	REGISTERED	28
FENWICK EXL	U.S.	37122	09/11/1996	75/165,589	07/14/1998	2,173,672	REGISTERED	28
FENWICK LCG	U.S.	36256	09/11/1996	75/165,591	05/04/1999	2,243,140	REGISTERED	028

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AND TRADEMARK APPLICATIONS**

MARK	LOC.	DKT. NO.	FILING DATE	APPL. NO.	ISSUE DATE	REG. NO.	STATUS	INCL.
FENWICK MLT	U.S.	37120	09/11/1996	75/165,590	07/14/1998	2,173,673	REGISTERED	28
FERALITE	U.S.	36722	05/17/1967	271,697	04/02/1968	846,993	REGISTERED	28
FIRE LINE	U.S.	36551	04/14/1995	74/661,522	10/29/1996	2,012,800	REGISTERED	28
FISH BITE AND WON'T LET GO	U.S.	36777	12/02/1993	74/464,699	02/14/1995	1,878,726	REGISTERED	28
FISH KING (STYLIZED)	U.S.	36556	05/08/1959	73,192	08/23/1960	703,188	REGISTERED	28
FISH-HAB	U.S.	36749	03/12/1984	469,612	12/11/1984	1,309,039	REGISTERED	20
FISHERMAN'S FACTORY OUTLET	U.S.	36848	06/21/1996	75/123,429	10/28/1997	2,110,123	REGISTERED	35
GOLDEN EAGLE (STYLIZED)	U.S.	36558	05/08/1959	73,187	01/26/1960	691,969	REGISTERED	28
GOLDEN WING	U.S.	37149	04/30/1990	74/054,061	10/15/1991	1,661,295	REGISTERED	28
GOLDPOINT	U.S.	36791	10/31/1994	74/592,592	11/07/1995	1,934,498	REGISTERED	28
GOOFY GRUBS	U.S.	37432	12/11/1998	75/603,434			PENDING	028
HMG	U.S.	36461	05/23/1974	73/022,305	03/30/1976	1,036,863	REGISTERED	28
HMG AV	U.S.	39291	11/23/1999	75/856,863			PENDING	
HOOKSETTER	U.S.	36709	02/21/1986	584,163	09/09/1986	1,408,714	REGISTERED	28
IN SHORE	U.S.	39752	3/9/2000	75/939,885			PENDING	
IRON FEATHER	U.S.	37099	11/13/1990	74/114,729	10/15/1991	1,660,959	REGISTERED	28
IRON HAWK	U.S.	36707	09/14/1982	385,428	07/12/1983	1,245,489	REGISTERED	28
IRONTHREAD	U.S.	36767	10/04/1993	74/443,435	01/31/1995	1,876,723	REGISTERED	28
JET CAST (STYLIZED)	U.S.	36807	05/08/1959	73,195	02/02/1960	692,366	REGISTERED	22
LIGHTNING ROD (STYLIZED)	U.S.	36871	09/23/1985	559,637	04/08/1986	1,389,239	REGISTERED	28
LUNKER STIK (STYLIZED)	U.S.	36710	02/10/1971	72/383,426	09/12/1972	942,687	REGISTERED	28

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MARK	COUNTRY	DK # NO.	FILING DATE	APPLN NO.	ISSUE DATE	REG NO.	STATUS	INCL
MICRO ICE	U.S.	39751	3/9/2000	75/939,884			PENDING	
McMAHON	U.S.	36726	08/12/1983	438,966	09/18/1984	1,296,460	REGISTERED	28
MODE SYNC & DESIGN	U.S.	36447	11/24/1993	74/463,014	08/15/1995	1,912,652	REGISTERED	28
MORRUM	U.S.	37234	09/29/1999	75/810,757			PENDING	028
MUSCLE	U.S.	36586	04/04/1996	75/084,089	08/19/1997	2,090,087	REGISTERED	28
MUSCLE SHAFT	U.S.	36450	05/18/1995	74/676,747	05/13/1997	2,062,013	REGISTERED	28
NITELINE	U.S.	36759	01/19/1993	74/349,477	08/09/1994	1,849,456	REGISTERED	28
NOT-A-KNOT (STYLIZED)	U.S.	36559	06/11/1952	71/631,042	04/28/1953	573,912	REGISTERED	28
PACIFICSTIK	U.S.	36703	08/27/1981	325,487	12/14/1982	1,220,148	REGISTERED	28
PACIFICSTIK & DESIGN	U.S.	36702	08/27/1981	325,483	09/14/1982	1,208,670	REGISTERED	28
PERFECTING THE GAME	U.S.	39274	11/17/1999	75/851,185			PENDING	
PERFORMANCE FOR DEDICATED FISHERMEN	U.S.	36724	01/16/1990	74/019,237	09/10/1991	1,656,898	REGISTERED	28
PHAZER (STYLIZED)	U.S.	36755	11/16/1992	74/331,495	05/10/1994	1,836,277	REGISTERED	28
	U.S.	36806	09/24/1984	500,641	09/24/1985	1,362,133	REGISTERED	28
POWER	U.S.	36671	03/30/1990	74/044,038	05/12/1992	1,687,210	REGISTERED	28
POWER BAIT	U.S.	36462	03/13/1989	786,498	11/28/1989	1,568,574	REGISTERED	28
POWER CHUB	U.S.	36794	10/31/1994	74/593,186	10/10/1995	1,925,603	REGISTERED	28
POWER CRANK	U.S.	36793	10/31/1994	74/593,179	10/17/1995	1,928,131	REGISTERED	28
POWER CRAW	U.S.	36757	03/16/1992	74/256,192	11/03/1992	1,729,593	REGISTERED	28
POWER EGGS	U.S.	36463	09/05/1989	73/823,178	04/17/1990	1,592,180	REGISTERED	28
POWER GRUBS	U.S.	36465	09/08/1989	73/824,032	04/17/1990	1,592,183	REGISTERED	28

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MARK	LOC.	DKT. NO.	FILING DATE	APPL. NO.	ISSUE DATE	REG. NO.	STATUS	INCL.
POWER LEECH	U.S.	36756	03/16/1992	74/256,017	11/10/1992	1,731,336	REGISTERED	28
POWER LIZARD	U.S.	36748	03/16/1992	74/255,988	06/15/1993	1,776,632	REGISTERED	28
POWER NUGGETS	U.S.	36723	09/29/1989	73/822,619	08/14/1990	1,609,888	REGISTERED	28
POWER RIBTUBE	U.S.	36795	10/31/1994	74/593,183	10/17/1995	1,928,132	REGISTERED	28
POWER SANDWORM	U.S.	36778	10/31/1994	74/593,184	10/17/1995	1,928,133	REGISTERED	28
POWER SCRAPPER	U.S.	36783	10/31/1994	74/592,593	10/10/1995	1,925,601	REGISTERED	28
POWER SHAD	U.S.	36758	03/17/1992	74/256,339	11/03/1992	1,729,594	REGISTERED	28
POWER SHINER	U.S.	36784	10/31/1994	74/592,594	10/17/1995	1,928,114	REGISTERED	28
POWER SHRIMP	U.S.	36764	10/31/1994	74/593,185	10/10/1995	1,925,602	REGISTERED	28
POWER SLUG	U.S.	36752	03/17/1992	74/256,486	07/06/1993	1,780,413	REGISTERED	28
POWER SQUID	U.S.	36470	10/31/1994	74/593,187	03/05/1996	1,959,924	REGISTERED	28
POWER TUBE	U.S.	37150	03/16/1992	74/256,193	03/02/1993	1,755,514	REGISTERED	28
POWER WIGGLERS	U.S.	36466	08/24/1989	73/821,497	04/17/1990	1,592,176	REGISTERED	28
POWER WORMS	U.S.	36464	09/05/1989	73/823,179	04/17/1990	1,592,181	REGISTERED	28
PURE FISHING	U.S.	38359	05/03/1999	75/696,987			PENDING	8, 16, 25, 26, 28
PURE FISHING AND DESIGN	U.S.	38531	05/03/1999	75/696,988			PENDING	8, 16, 25, 26, 28
QWIK SINK	U.S.	36494	03/29/1973	72/400,680	07/03/1973	963,262	REGISTERED	22
RED WOLF	U.S.	36246	07/01/1998	75/513,709			PENDING	8, 28
REFLEX	U.S.	36172	08/14/1998	75/537,409			PENDING	28
RIGGERSTIK	U.S.	36704	08/27/1981	325,486	12/21/1982	1,221,030	REGISTERED	28
SCORELINE	U.S.	36448	08/24/1994	74/564,860	06/18/1996	1,981,643	REGISTERED	28

SCHEDULE B-1

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MARK	CO.	D&C NO.	FILING DATE	APPL. NO.	ISSUE DATE	REG. NO.	STATUS	INCL
SENSITHIN	U.S.	37688	03/03/1999	75/654,624			PENDING	28
SKIER'S CHOICE	U.S.	36510	10/23/1978	190,220	04/01/1980	1,132,301	REGISTERED	28
SPECIALIST	U.S.	36456	01/09/1974	73/010,521	11/18/1975	1,025,313	REGISTERED	28
	U.S.	36536	04/01/1974	17,679	04/01/1975	1,007,949	REGISTERED	28
	U.S.	36811	03/18/1985	527,283	09/24/1985	1,362,159	REGISTERED	28
SPEEDCAST	U.S.	36869	07/02/1985	546,138	01/21/1986	1,379,865	REGISTERED	41
SQWORMERS	U.S.	37552	03/11/1999	75/658,197			PENDING	028
STEELON (STYLIZED)	U.S.	36557	08/12/1948	71/563,233	11/28/1950	533,914	REGISTERED	28
SURFSTIK	U.S.	36705	06/29/1982	73/372,244	03/29/1983	1,232,900	REGISTERED	28
SURFSTIK (STYLIZED)	U.S.	36706	06/29/1982	73/372,245	03/29/1983	1,232,901	REGISTERED	28
TECHNA	U.S.	37161	11/10/1997	75/387,815	11/30/1999	2,296,707	REGISTERED	28
TECHNA AV	U.S.	39290	11/23/1999	75/856,864			PENDING	
THE SMOOTH HANDLING SUPERLINE	U.S.	39754	3/9/2000	75/939,293			PENDING	
TOURNAMENT STRENGTH	U.S.	36552	05/15/1995	74/673,869	04/29/1997	2,058,085	REGISTERED	28
TRIGGERSTIK	U.S.	36708	07/12/1983	434,317	06/19/1984	1,282,681	REGISTERED	28
TRILENE	U.S.	36561	11/24/1958	62,992	05/17/1960	697,743	REGISTERED	22
TRILENE BIG GAME	U.S.	36888	09/23/1985	559,743	07/01/1986	1,399,674	REGISTERED	28
TRILENE ULTRATHIN & DESIGN	U.S.	36782	12/20/1993	74/470,744	12/20/1994	1,868,474	REGISTERED	28
TRILENE XL	U.S.	36495	07/11/1972	72/429,647	07/17/1973	964,082	REGISTERED	22
TRILENE XL & DESIGN	U.S.	36779	12/20/1993	74/470,749	12/20/1994	1,868,475	REGISTERED	28
TRILENE XT	U.S.	36511	02/23/1978	159,638	11/28/1978	1,107,423	REGISTERED	28

SCHEDULE B-1

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MARKS	LOC.	DKI NO.	FILING DATE	APP. NO.	ISSUE DATE	REG. NO.	STATUS	INCL.
TRILENE XT & DESIGN	U.S.	36780	12/20/1993	74/470,746	01/03/1995	1,871,435	REGISTERED	28
TRIMAX	U.S.	36866	12/12/1986	635,229	07/14/1987	1,447,748	REGISTERED	28
TRIMAX & DESIGN	U.S.	36781	12/20/1993	74/470,745	02/28/1995	1,880,733	REGISTERED	28
ULTRA MAX	U.S.	36776	07/02/1993	74/408,534	08/09/1994	1,849,487	REGISTERED	28
VANISH	U.S.	37740	04/14/1999	75/682,927			PENDING	28
WEIGHT TRANSFER SYSTEM	U.S.	36451	04/01/1996	74/569,502	10/01/1996	2,005,375	REGISTERED	09
WHPLASH	U.S.	38428	04/14/1999	75/682,926			PENDING	28
WILD WOLF	U.S.	39382	12/13/1999	New appln			PENDING	28
WORKHORSE	U.S.	39219	12/13/1999	New appln			PENDING	28
WORLD CLASS	U.S.	36812	03/29/1996	75/081,035	04/15/1997	205,2480	REGISTERED	28
	U.S.	36531	11/24/1987	697,426	08/23/1988	1,501,763	REGISTERED	28
WORLD RECORD LINE	U.S.	36725	01/09/1984	459,963	11/27/1984	1,307,245	REGISTERED	28
XL	IOWA	39130	10/12/1999	W00220889			REGISTERED	
	U.S.	39090	09/13/1999	75/808,120			PENDING	28
XT	U.S.	39089	09/13/1999	75/808,121			PENDING	28
YOUNG GUN	U.S.	36753	02/03/1992	74/242,349	02/15/1994	1,822,051	REGISTERED	28

BERKLEY INC.
SECURITY AGREEMENT RE: INTELLECTUAL PROPERTY

This Security Agreement Re: Intellectual Property (the "*Agreement*") is dated as of February 4, 2000, by and among Berkley Inc., an Iowa corporation (the "*Borrower*"), and the other parties executing this Agreement under the heading "Debtors" (the Borrower and such other parties, along with any parties who execute and deliver to the Collateral Agent an agreement attached hereto as *Schedule E*, being hereinafter referred to collectively as the "*Debtors*" and individually as a "*Debtor*"), and Harris Trust and Savings Bank, acting through its Chicago branch ("*HTSB*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as collateral agent hereunder and under the Intercreditor Agreement hereinafter identified and defined for the Secured Creditors also hereinafter identified and defined (HTSB acting as such collateral agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Collateral Agent*");

PRELIMINARY STATEMENTS

A. The Borrower and HTSB, individually and as agent for the Bank Lenders hereinafter identified and defined (HTSB in such capacity being hereinafter referred to as the "*Bank Agent*"), have entered into a Credit Agreement dated as of even date herewith (such Credit Agreement as the same may be amended, modified or restated from time to time being hereinafter referred to as the "*Bank Credit Agreement*") pursuant to which HTSB and other banks, financial institutions and letter of credit issuers from time to time party to the Bank Credit Agreement (HTSB, in its individual capacity, and such other banks and financial institutions being hereinafter referred to collectively as the "*Bank Lenders*" and individually as a "*Bank Lender*") and such letter of credit issuers being hereinafter referred to collectively as the "*L/C Issuers*" and individually as a "*L/C Issuer*") have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

B. The Borrower and any one or more of its Subsidiaries may from time to time enter into one or more interest rate exchange, cap, collar, floor or other agreements with any one or more of the Bank Lenders party to the Bank Credit Agreement, or their Affiliates, for the purpose of hedging or otherwise protecting the Borrower or such Subsidiary against changes in interest rates (the liability of the Borrower and such Subsidiaries in respect of such agreements with such Bank Lenders and their Affiliates being hereinafter referred to as the "*Hedging Liability*").

C. The Borrower, The Prudential Insurance Company of America ("*Prudential*") (Prudential and any other holder of the Senior Secured Notes (as defined below) being herein referred to individually as a "*Noteholder*" and collectively as the "*Noteholders*" have entered into an Amended and Restated Note Purchase Agreement dated as of the date hereof (such Amended and Restated Note Agreement as the same may from time to time be modified, amended or restated being hereinafter referred to as the "*Prudential Note Agreement*") pursuant

to which the Noteholders are purchasing Senior Secured Notes of the Company in the aggregate amount of \$35,000,000 under the Prudential Note Agreement (such Senior Secured Notes and any additional series of Senior Secured Notes of the Company which may be issued to one or more of the holders of such Senior Secured Notes and any notes issued in substitution or replacement therefor being hereinafter referred to as the "*Senior Secured Notes*"); and

D. The Bank Agent, the Bank Lenders, the L/C Issuers, the Noteholders and Collateral Agent have entered into an Intercreditor and Collateral Agency Agreement dated as of even date herewith to set forth certain of their agreements with regard to the aforementioned extensions of credit and other financial accommodations to the Borrower (such agreement as the same may be amended, modified or restated from time to time being hereinafter referred to as the "*Intercreditor Agreement*") (the Bank Agent, the Bank Lenders, the L/C Issuers, the Noteholders and the Collateral Agent being hereinafter referred to collectively as the "*Secured Creditors*" and individually as a "*Secured Creditor*");

E. As a condition to the extension and continued maintenance of the aforesaid extensions of credit and other financial accommodations to the Borrower, the Secured Creditors have required, among other things, that each Debtor grant to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in the personal property of such Debtor described herein subject to the terms and conditions hereof.

F. The Borrower owns, directly or indirectly, equity interests in each other Debtor and the Borrower provides each other Debtor with financial, management, administrative, and technical support which enables such Debtor to conduct its business in an orderly and efficient manner in the ordinary course.

G. Each Debtor will benefit, directly or indirectly, from credit and other financial accommodations extended by the Secured Creditors to the Borrower.

NOW, THEREFORE, for and in consideration of the execution and delivery by the Secured Creditors of the Bank Credit Agreement, and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Grant of Security Interest in the Collateral; Obligations Secured. (a) Each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in, and right of set-off against, and acknowledges and agrees that the Collateral Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set-off against, any and all right, title and interest of each Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to the following:

(i) *Patents.* Patents, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Patents*" means and includes (i) all letters patent of the United States of America or any other country or any political subdivision thereof, all registrations and recordings thereof, and all applications for letters patent of the United States of America or any other country or any political

subdivision thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (ii) all reissues, continuations, continuations-in-part or extensions thereof), including, without limitation, each Patent registered in the United States of America listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in such Debtor's Patents;

(ii) *Patent Licenses.* Patent Licenses, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Patent Licenses*" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including, without limitation, each Patent License listed on Schedule A-2 hereto, and all royalties and other sums due or to become due under or in respect of such Debtor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(iii) *Trademarks.* Trademarks and Trademark registrations, whether now owned or hereafter adopted or acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Trademarks*" means and includes (i) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (ii) all reissues, extensions or renewals thereof), including, without limitation, each Trademark registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark registration and all customer lists and other records of such Debtor relating to the distribution of products bearing, or rendition of services otherwise relating to, a Trademark;

(iv) *Trademark Licenses.* Trademark Licenses, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Trademark Licenses*" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including, without limitation, the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of such Debtor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(v) *Copyrights.* Copyrights and Copyright registrations, whether now owned or hereafter adopted or acquired, or in which such Debtor now has or hereafter acquires

any rights (the term "*Copyrights*" means and includes (i) all copyrights, whether or not published or registered, and all works of authorship and other intellectual property and the rights therein, including, without limitation, copyrights for computer programs and data bases, copyrightable materials, and all tangible property embodying such copyrights or copyrightable materials, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof, and (ii) all renewals, derivative works, enhancements, modifications, new releases and other revisions thereof, and (iii) all accounts receivable, income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and (iv) all rights corresponding thereto throughout the world), including, without limitation, each Copyright registration listed on Schedule C-1 hereto;

(vi) *Copyright Licenses.* Copyright Licenses, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Copyright Licenses*" means and includes any written agreement granting to any person the right to use or exploit any Copyright or Copyright registration of another person, including, without limitation, the right to use the foregoing to prepare for sale or distribution and sell or distribute any and all inventory now or hereafter owned by such Debtor and now or hereafter covered by such licenses), including, without limitation, the license and subscription agreements listed on Schedule C-2 hereto, and all royalties and other sums due or to become due under or in respect of such Debtor's Copyright Licenses, together with the right to sue for and collect all such royalties and other sums;

(vii) *Know-How and Trade Secret Collateral.* All know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, material standards, processing standards and performance standards, to the extent that the foregoing pertain to manufacturing, production or processing operations of such Debtor and constitute trade secrets of such Debtor, and all licenses or other similar agreements granted to or by such Debtor with respect to any of the foregoing;

(viii) *General Intangibles and Records and Cabinets.* General intangibles relating to any of the above-described property and supporting evidence and documents relating to any of the above-described property, including, without limitation, written applications, correspondence, delivery receipts and notes, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising;

(ix) *Accessions and Additions.* All accessions and additions to, and substitutions and replacements of, any and all of the foregoing, whether now existing or hereafter arising; and

(x) *Proceeds and Products.* All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (i) any claim of such Debtor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (ii) any claim by such Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, (iii) any claim of such Debtor against third parties for damages by reason of past, present or future infringements of any Copyright or Copyright registration or of any Copyright licensed under any Copyright License, and (iv) any claim by such Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (i), (ii), (iii) and (iv);

all of the foregoing being herein sometimes referred to as the "*Collateral*"; *provided* that the Collateral shall not include any license agreement under which any Debtor is licensee which, by its terms, prohibits the security interest contemplated by this Agreement. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Collateral Agent of any applications by any Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as such Debtor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Collateral Agent for the ratable benefit of the Secured Creditors on such Intent-To-Use Application as collateral security for the Obligations.

(b) This Agreement is made and given to secure, and shall secure, the prompt payment and performance when due of (i) (v) any and all indebtedness, obligations and liabilities of the Debtors, and of any of them individually, to the Bank Agent and the Bank Lenders, and to any of them individually, under or in connection with or evidenced by the Bank Credit Agreement or the Notes of the Borrower heretofore or hereafter issued under the Bank Credit Agreement, (w) the obligations of the Borrower to reimburse the Bank Agent and the L/C Issuers for the amount of all drawings on all Letters of Credit issued pursuant to the Bank Credit Agreement, and all other obligations of the Borrower under any and all applications for Letters of Credit, (x) any and all liability of the Debtors, and of any of them individually, arising under or in connection with or otherwise evidenced by agreements with any one or more of the Bank Lenders or their affiliates with respect to any Hedging Liability, (y) any and all indebtedness, obligations and liabilities of Debtors, and of any of them individually, to the Noteholders, and to any of them individually, under or in connection with or evidenced by the Prudential Note Agreement or any of the Senior Secured Notes, and (z) any and all liability of the Debtors, and of any of them individually, arising under any guaranty issued by it relating to the foregoing or any part thereof,

in each case whether now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy and including all interest accrued after the petition date), due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired and (ii) any and all expenses and charges, legal or otherwise, suffered or incurred by the Secured Creditors, and any of them individually, in collecting or enforcing any of such indebtedness, obligations and liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (all of the indebtedness, obligations, liabilities, expenses and charges described above being hereinafter referred to as the "*Obligations*"). Notwithstanding anything in this Agreement to the contrary, the right of recovery against any Debtor (other than the Borrower to which this limitation shall not apply) under this Agreement shall not exceed \$1.00 less than the amount which would render such Debtor's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law.

Section 2. Terms Defined in Bank Credit Agreement. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Bank Credit Agreement. The term "Debtor" and "Debtors" as used herein shall mean and include the Debtors collectively and also each individually, with all grants, representations, warranties and covenants of and by the Debtors, or any of them, herein contained to constitute joint and several grants, representations, warranties and covenants of and by the Debtors; *provided, however*, that unless the context in which the same is used shall otherwise require, any grant, representation, warranty or covenant contained herein related to the Collateral shall be made by each Debtor only with respect to the Collateral owned by it or represented by such Debtor as owned by it.

The term "*Material Collateral*" as used herein shall mean any Collateral which satisfies any one or more of the following criteria: (i) such Collateral is reasonably expected to have a value of \$100,000 or more; (ii) such Collateral is materially beneficial to the business of the Borrower in the ordinary course as presently conducted; or (iii) the Borrower's loss of such Collateral by the Borrowers and their Subsidiaries could reasonably be expected to have a Material Adverse Effect.

Section 3. No Release. Nothing set forth in this Agreement shall relieve any Debtor from the performance of any term, covenant, condition or agreement on such Debtor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on any Secured Creditor to perform or observe any such term, covenant, condition or agreement on such Debtor's part to be so performed or observed or impose any liability on any Secured Creditor for any act or omission on the part of such Debtor relative thereto or for any breach of any representation or warranty on the part of such Debtor contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

Section 4. Use of Collateral. Notwithstanding anything to the contrary contained in this Agreement, until an Event of Default hereunder has occurred and is continuing and thereafter until otherwise notified by the Collateral Agent, each Debtor may continue to exploit, license, use, enjoy and protect its respective Collateral throughout the world and the Collateral Agent shall from time to time execute and deliver, upon written request of the relevant Debtor,

any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of such Debtor to enable such Debtor to continue to exploit, license, use, enjoy and protect the Collateral throughout the world.

Section 5. Representations and Warranties. Each Debtor hereby represents and warrants to the Secured Creditors as follows:

(a) Each Debtor is, and, as to the Collateral acquired by it from time to time after the date hereof, each Debtor will be, the owner or, as applicable, licensee of all the Collateral. Each Debtor's rights in the Collateral are and shall remain free and clear of any lien, pledge, security interest, encumbrance, license, assignment, collateral assignment or charge of any kind, including, without limitation, any filing of or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute, except for the lien and security interest created by this Agreement and except as permitted by Schedule D attached hereto (collectively, the "*Permitted Encumbrances*"). No Debtor has made any previous assignment, conveyance, transfer or agreement in conflict herewith. Each Debtor further represents and warrants to the Secured Creditors that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto, respectively, are true and correct lists of all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned or used by such Debtor as of the date hereof and that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 are true and correct with respect to the matters set forth therein as of the date hereof.

(b) Each Debtor has full corporate power to pledge and grant a security interest in all the Collateral pursuant to this Agreement.

(c) No authorization, consent, approval, license, qualification or exemption from, nor any filing, declaration or registration with, any court, governmental agency or regulatory authority, or with any securities exchange or any other party, is required in connection with (i) any Debtor's execution, delivery or performance of this Agreement, (ii) any Debtor's grant of a security interest (including the priority thereof when the appropriate filings have been made and accepted) in the Collateral in the manner and for the purpose contemplated by this Agreement or (iii) the rights of the Secured Creditors created hereby, except those that have already been obtained or made and those referred to in paragraph (f) of this Section.

(d) Each Debtor has made all necessary filings and recordations to protect its interests in the Collateral.

(e) Each Debtor owns directly or has rights to use all the Collateral and all rights with respect to any of the foregoing used in, necessary for or of importance to the business of such Debtor in the ordinary course as presently conducted. The use of the Collateral and all rights with respect to the foregoing by such Debtor does not, to the best of such Debtor's knowledge after due inquiry, infringe on the rights of any party, nor has any claim of such infringement been made.

(f) Upon filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code and in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and duly perfected first priority lien and security interest in the Collateral located in the United States of America subject to no prior liens or encumbrances.

(g) Except as disclosed on Schedule D hereto, to the best of each Debtor's knowledge after due inquiry, no claim has been made and remains outstanding that such Debtor's use of any of the Collateral does or may violate the rights of any third person.

Section 6. Covenants and Agreements of each Debtor. Each Debtor hereby covenants and agrees with the Secured Creditors as follows:

(a) On a continuing basis, each Debtor will, at the expense of such Debtor, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places within the United States of America, all such instruments, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action, as may reasonably be deemed necessary or advisable by the Collateral Agent (i) to carry out the intent and purposes of this Agreement, (ii) to assure and confirm to the Collateral Agent the grant and perfection of a first priority security interest in the Collateral for the benefit of the Secured Creditors or (iii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section, each Debtor (i) will not enter into any agreement that would impair or conflict with such Debtor's obligations hereunder, (ii) will, promptly following its becoming aware thereof, notify the Secured Creditors of (x) any final adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Material Collateral or (y) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any Material Collateral, its right to register any such Material Collateral or its right to keep and maintain such registration; (iii) will properly maintain and care for the Collateral to the extent necessary for the conduct of the business of such Debtor in the ordinary course as presently conducted and consistent with such Debtor's current practice; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof except the Permitted Encumbrances and will not execute any security agreement or financing statement covering any of the Collateral except in the name of the Collateral Agent; (v) will not permit to lapse or become abandoned, settle or compromise any pending or future material litigation or material administrative proceeding with respect to any Material Collateral without the prior written consent of the Collateral Agent or contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, any Material Collateral or any portion thereof (*provided, however*, that this clause (v) shall not prevent any Debtor from selling or otherwise disposing of

(except during the continuance of any Event of Default) any Collateral that in such Debtor's reasonable judgment has become obsolete to the business as presently conducted); (vi) upon any responsible officer of such Debtor obtaining knowledge thereof, will promptly notify the Secured Creditors in writing of any event which may reasonably be expected to materially and adversely affect the value of any Material Collateral, the ability of such Debtor or the Collateral Agent to dispose of any such Material Collateral or the rights and remedies of the Collateral Agent in relation thereto, including, without limitation, a levy or threat of levy or any legal process against any such Material Collateral; (vii) will diligently keep reasonable records respecting the Collateral; (viii) hereby authorizes the Collateral Agent, in its sole discretion, to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of such Debtor where permitted by law; (ix) will furnish to any Secured Creditor from time to time statements and schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as such Secured Creditor may reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Material Collateral except to the extent being contested in good faith by appropriate proceedings which prevent the enforcement of the matter being contested (and such Debtor has established adequate reserves therefor) and preclude interference with the operation of the business of such Debtor in the ordinary course; and (xi) comply in all material respects with all laws, rules and regulations applicable to the Collateral.

(c) If any Debtor shall (i) obtain any rights to any new invention (whether or not patentable), know-how, trade secret, design, process, procedure, formula, diagnostic test, service mark, trademark, trademark registration, trade name, copyright, copyright registration, or license or (ii) become entitled to the benefit of any patent, patent application, service mark, trademark, trademark application, trademark registration, copyright, copyright application, copyright registration, license renewal or copyright renewal or extension, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the assignment, lien and security interest created hereby without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If any Debtor so obtains or becomes entitled to any of the foregoing rights described in clauses (i) and (ii) above, such Debtor shall promptly give written notice thereof to the Collateral Agent. Such Debtor agrees, promptly following written request therefor by the Collateral Agent, to confirm the attachment of the lien and security interest created hereby to any such rights described in clauses (i) and (ii) above by execution of an instrument in form and substance reasonably acceptable to the Collateral Agent.

(d) Each Debtor hereby authorizes the Collateral Agent to modify this Agreement by amending Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto to include any future Collateral.

(e) Each Debtor shall prosecute diligently applications for the Patents, Trademarks and Copyrights now or hereafter pending that would reasonably be expected to constitute Material Collateral or to the extent reasonably requested by the Collateral Agent, make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights that in such Debtor's reasonable judgment would be materially beneficial to the business of such Debtor in the ordinary course, file and prosecute opposition and cancellation proceedings and do all acts necessary to preserve and maintain all its rights in Collateral that would reasonably be expected to constitute Material Collateral or to the extent reasonably requested by the Collateral Agent. Any expenses incurred in connection with such actions shall be borne by the relevant Debtor.

Section 7. Grant of License to Patents, Trademarks, Copyrights, Etc. Without in any way limiting the scope of the lien and security interest created hereby, each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors an irrevocable, nonexclusive license and right to use all of such Debtor's Patents, Patent applications, Patent Licenses, Trademarks, Trademark registrations, Trademark Licenses, trade names, trade styles, Copyrights, Copyright registrations, Copyright Licenses and similar intangibles in the processing, production, marketing, distribution or sale by the Collateral Agent of all or any part of its collateral for the Obligations in connection with and solely in connection with any foreclosure or other realization on such collateral. The license and rights granted the Collateral Agent hereby shall be exercisable without the payment of any royalty, fee, charge or any other compensation to any Debtor or any other party. Such license and rights shall include reasonable access to all records in which any of the licensed items may be recorded or stored. Such license and rights shall be absolute and unconditional to the extent used for the purpose stated above.

Section 8. Supplements; Further Assurances. Each Debtor (i) agrees that it will join with the Collateral Agent in executing and, at such Debtor's own expense, file and refile, or permit the Collateral Agent to file and refile, such financing statements, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office) as the Collateral Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Collateral Agent hereunder and (ii) hereby authorizes the Collateral Agent to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of such Debtor where permitted by law and (iii) agrees to do such further acts and things, and to execute and deliver to the Collateral Agent such additional instruments and documents, as the Collateral Agent may reasonably require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Collateral Agent its respective rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of such Debtor. Any costs of the foregoing incurred by the Collateral Agent shall be payable by such Debtor upon demand, together with interest thereon from the date of incurrence at the Default Rate (as hereinafter defined) until so paid, and shall constitute additional Obligations hereunder.

Section 9. The Collateral Agent May Perform. If any Debtor fails to perform any agreement contained herein after receipt of a written request to do so from the Collateral Agent,

the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent, including the fees and expenses of its counsel, so incurred in connection therewith shall be payable by such Debtor under Section 14 hereof.

Section 10. Remedies Upon Default. (a) The occurrence of any event or the existence of any condition which is specified as an "Event of Default" under the Bank Credit Agreement or the Prudential Note Agreement shall constitute an "*Event of Default*" hereunder.

(b) Upon the occurrence and during the continuation of any Event of Default hereunder, the Collateral Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Illinois and any successor statute(s) thereto (regardless of whether such Uniform Commercial Code is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether such Uniform Commercial Code applies to the affected Collateral), and further the Collateral Agent may, without demand and without advertisement, notice, hearing or process of law, all of which each Debtor hereby waives, at any time or times, sell and deliver any or all of the Collateral at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Collateral Agent deems advisable, in its sole discretion. In addition to all other sums due any Secured Creditor hereunder, each Debtor shall pay the Secured Creditors all costs and expenses incurred by the Secured Creditors, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Obligations or in the prosecution or defense of any action or proceeding by or against any Secured Creditor or any Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Debtors in accordance with Section 17(b) hereof at least 10 days before the time of sale or other event giving rise to the requirement of such notice; *provided, however*, no notification need be given to a Debtor if such Debtor has signed, after an Event of Default hereunder has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Collateral Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. Any Secured Creditor may be the purchaser at any such sale. Each Debtor hereby waives all of its rights of redemption from any such sale. The Collateral Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Collateral Agent may further postpone such sale by announcement made at such time and place.

(c) Without in any way limiting the foregoing, upon the occurrence of:

- (i) an Event of Default under Section 9.1(i) or (j) of the Bank Credit Agreement (or any replacement for either such Section),
- (ii) an acceleration of the Obligations by the Secured Creditors, or

(iii) a default in the payment of any of the Obligations at the final maturity thereof,

the Collateral Agent may, to the full extent permitted by applicable law, with ten (10) days' prior notice to the relevant Debtor, and without advertisement, notice, hearing or process of law of any other kind, all of which each Debtor hereby waives, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including, without limitation, any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or granted a license to use, any or all of the Collateral or any part hereof, in each case free of all rights and claims of such Debtor therein and thereto. In that connection, the Collateral Agent shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Collateral Agent or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Collateral Agent may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

(d) In the event the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case each Debtor and each Secured Creditor shall be restored to their respective former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Secured Creditor shall continue as if no such proceeding had been instituted.

(e) Failure by the Collateral Agent to exercise any right, remedy or option under this Agreement or any other agreement between any Debtor and the Collateral Agent or provided by law, or delay by the Collateral Agent in exercising the same, shall not operate as a waiver; and no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. Neither any Secured Creditor nor any party acting as attorney for any Secured Creditor, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than and to the extent of their gross negligence or willful misconduct. The rights and remedies of the Secured Creditors under this Agreement shall be cumulative and not exclusive of any other right or remedy which any Secured Creditor may have. For purposes of this Agreement, a Default or Event of Default shall be construed as continuing after its occurrence until the same is waived in writing by the requisite Secured Creditors or, in the case of a Default, the same is cured within any applicable cure period.

Section 11. The Collateral Agent Appointed Attorney-in-Fact. Each Debtor hereby irrevocably appoints the Collateral Agent, its nominee, or any other person whom the Collateral Agent may designate as such Debtor's attorney-in-fact, with full authority in the place and stead of such Debtor and in the name of such Debtor, the Collateral Agent or otherwise, upon the occurrence and during the continuation of any Event of Default hereunder, or if such Debtor fails to perform any agreement contained herein, then to the extent necessary to enable the Collateral Agent to perform such agreement itself, from time to time in the Collateral Agent's discretion, to

take any action and to execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to prosecute diligently any patent, trademark or copyright or any application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit to or for the account of such Debtor under the Bank Credit Agreement shall have terminated, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights, to file and prosecute opposition and cancellation proceedings, to do all other acts necessary or desirable to preserve all rights in Collateral and otherwise to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable to enforce the rights of the Secured Creditors with respect to any of the Collateral. Each Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Collateral Agent nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Obligations have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit to or for the account of the Debtors under the Bank Credit Agreement have terminated.

Section 12. Application of Proceeds. The proceeds and avails of the Collateral at any time received by the Collateral Agent upon the occurrence and during the continuation of any Event of Default shall, when received by the Collateral Agent in cash or its equivalent, be applied by the Collateral Agent in reduction of, or held as collateral security for, the Obligations in accordance with the terms of the Intercreditor Agreement. The Debtors shall remain liable to the Secured Creditors for any deficiency. Any surplus remaining after the full payment and satisfaction of the Obligations shall be returned to the Borrower, as agent for the Debtors, or to whomsoever the Collateral Agent reasonably determines is lawfully entitled thereto.

Section 13. Indemnification; Litigation. (a) Each Debtor hereby indemnifies the Secured Creditors for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Secured Creditors or any of them in any way relating to or arising out of, directly or indirectly, the manufacture, use or sale of products or processes utilizing or embodying any Collateral or any transactions contemplated hereby or any enforcement of the terms hereof; *provided, however,* that no Debtor shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified hereunder.

(b) Each Debtor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of the Collateral, suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. To the extent required by Section 6(b)(ii), such Debtor shall promptly notify the Secured Creditors in writing as to the commencement and prosecution of any such actions, or threat thereof, relating to the Material Collateral and shall provide to the Secured Creditors such information with respect thereto as may be reasonably requested. The Secured Creditors shall

provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Each Debtor shall indemnify and hold harmless the Secured Creditors for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, expenses or disbursements (including attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Secured Creditors in connection with or in any way arising out of such suits, proceedings or other actions; *provided, however*, that no Debtor shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified hereunder.

(c) Upon the occurrence and during the continuation of any Event of Default hereunder, the Collateral Agent shall have the right, but shall in no way be obligated, to file applications for protection of the Collateral or bring suit in the name of any or all of the Debtors, the Collateral Agent or the Secured Creditors to enforce the Collateral. In the event of such suit, each Debtor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Debtor shall promptly, upon demand, reimburse and indemnify the Collateral Agent, as the case may be, for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section. In the event that the Collateral Agent shall elect not to bring suit to enforce the Collateral, each Debtor agrees, to the extent required by Section 6, to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of Material Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement.

Section 14. Expenses. Each Debtor will, upon demand, pay to the Collateral Agent the amount of any and all costs and expenses, including the fees and expenses of its counsel and the fees and expenses of any experts and agents, which any Secured Creditor may incur in connection with (i) the enforcement and administration of this Agreement (including, without limitation, the filing or recording of any documents), (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of any Secured Creditor hereunder or (iv) the failure by such Debtor to perform or observe any of the provisions hereof. All amounts payable by such Debtor under this Section shall be due from such Debtor upon demand and shall bear interest from the date incurred by the applicable Secured Creditor at the rate per annum (computed on the basis of a year of 360 days, as specified from time to time in Section 1.4(a) of the Bank Credit Agreement, for the actual number of days elapsed) determined by adding 2% to the Base Rate from time to time in effect plus the Applicable Margin for Revolving Loans, with any change in such rate per annum as so determined by reason of a change in such Base Rate to be effective on the date of such change in said Base Rate (such rate per annum as so determined being hereinafter referred to as the "*Default Rate*"). All amounts so payable, together with such interest thereon, shall be part of the Obligations. The Debtors' obligations under this Section shall survive the termination of this Agreement and the discharge of the Debtors' other obligations hereunder.

Section 15. Termination and Release. This Agreement is made for collateral purposes only. This Agreement shall be a continuing agreement in every respect and shall remain in full

force and effect until all of the Obligations, both for principal and interest, have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit to or for the account of the Borrower under the Bank Credit Agreement shall have terminated. Upon such termination of this Agreement, the Collateral Agent shall, upon the request and at the expense of the Debtors, forthwith assign, transfer and deliver, against receipt and without recourse to the Collateral Agent, such of the Collateral as may then be in the possession of the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of any Debtor. Said assignment, transfer and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, by which the Collateral Agent shall terminate, release and, without representation, recourse or warranty, reassign to the relevant Debtor all rights in each Patent, Patent License, Trademark, Trademark License, Copyright and Copyright License, including each registration thereof and application therefor, conveyed and transferred to the Collateral Agent pursuant to this Agreement.

Section 16. The Collateral Agent. In acting under or by virtue of this Agreement, the Collateral Agent shall be entitled to all the rights, authority, privileges and immunities provided in Section of the Intercreditor Agreement, all of which provisions of said Section 2 are incorporated by reference herein with the same force and effect as if set forth herein. The Collateral Agent hereby disclaims any representation or warranty to the other Secured Creditors concerning the perfection of the security interest granted hereunder or the value of the Collateral.

Section 17. Miscellaneous. (a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing security interest in the Collateral and shall be binding upon each Debtor, its successors and assigns and shall inure, together with the rights and remedies of the Secured Creditors hereunder, to the benefit of the Secured Creditors and their successors and assigns; *provided, however,* that no Debtor may assign its rights or delegate its duties hereunder without the Collateral Agent's prior written consent. Without limiting the generality of the foregoing, and subject to the provisions of the Bank Credit Agreement and the Prudential Note Agreement, any Secured Creditor may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to such Secured Creditor herein or otherwise, subject, however, to the provisions of the Bank Credit Agreement or the Prudential Note Agreement, as appropriate. Each Debtor hereby releases each Secured Creditor from any liability for any act or omission relating to the Collateral or this Agreement, except such Secured Creditor's gross negligence or willful misconduct.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below (or, if no such address is set forth below, at the address of the Debtors as shown on the records of the Agent), or such other address or telecopier number as such party may hereafter specify by notice to the other given by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

to any Debtors at:
1900 18th Street
Spirit Lake, Iowa 51360
Attention: Chief Financial Officer
Telephone: (877) 777-3850
Telecopy: (712) 336-8555

to the Agent at:
111 West Monroe Street
P.O. Box 755
Chicago, Illinois 60690
Attention: Catherine C. Ciolek
Telephone: (312) 461-7009
Telecopy: (312) 293-5040

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section.

(c) No Secured Creditor other than the Collateral Agent shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure against any Collateral subject to this Agreement or for the execution of any trust or power hereof or for the appointment of a receiver, or for the enforcement of any other remedy under or upon this Agreement; it being understood and intended that no one or more of the Secured Creditors other than the Collateral Agent shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Agreement by its or their action or to enforce any right hereunder, and that all proceedings at law or in equity shall be instituted, had and maintained by the Collateral Agent in the manner herein provided and for the ratable benefit of the Secured Creditors.

(d) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provision hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(e) The lien and security interest herein created and provided for stand as direct and primary security for the Obligations of the Borrower arising under or otherwise relating to the Bank Credit Agreement and the Prudential Note Agreement as well as for any of the other Obligations secured hereby. No application of any sums received by the Secured Creditors in respect of the Collateral or any disposition thereof to the reduction of the Obligations or any part thereof shall in any manner entitle any Debtor to any right, title or interest in or to the Obligations or any collateral or security therefor, whether by subrogation or otherwise, unless and until all Obligations have been fully paid and satisfied and all agreements of the Secured Creditors to extend credit to or for the account of the Borrower under the Bank Credit Agreement and the Prudential Note Agreement have expired or otherwise terminated. Each Debtor acknowledges that the lien and security interest hereby created and provided are absolute and unconditional and shall not in any manner be affected or impaired by any acts of omissions whatsoever of any Secured Creditor or any other holder of any Obligations, and without limiting the generality of the foregoing, the lien and security interest hereof shall not be impaired by any

acceptance by the Secured Creditors or any other holder of any Obligations of any other security for or guarantors upon any of the Obligations or by any failure, neglect or omission on the part of any Secured Creditor or any other holder of any Obligations to realize upon or protect any of the Obligations or any collateral or security therefor (including, without limitation, impairment of collateral or failure to perfect security interest in collateral). The lien and security interest hereof shall not in any manner be impaired or affected by (and the Secured Creditors, without notice to anyone, are hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Obligations or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. The Secured Creditors may at their discretion at any time grant credit to the Borrower without notice to the other Debtors in such amounts and on such terms as the Secured Creditors may elect (all of such to constitute additional Obligations hereby secured) without in any manner impairing the lien and security interest created and provided for herein. In order to realize hereon and to exercise the rights granted the Secured Creditors hereunder and under applicable law, there shall be no obligation on the part of any Secured Creditor or any other holder of any Obligations at any time to first resort for payment to the Borrower or to any other Debtor or to any guaranty of the Obligations or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and the Secured Creditors shall have the right to enforce this Agreement against any Debtor or any of its Collateral irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

(f) In the event the Secured Creditors shall at any time in their discretion permit a substitution of Debtors hereunder or a party shall wish to become a Debtor hereunder, such substituted or additional Debtor shall, upon executing an agreement in the form attached hereto as *Schedule E*, become a party hereto and be bound by all the terms and conditions hereof to the same extent as though such Debtor had originally executed this Agreement and, in the case of a substitution, in lieu of the Debtor being replaced. Any such agreement shall contain information as to such Debtor necessary to update the Schedules hereto with respect to it. No such substitution shall be effective absent the written consent of Collateral Agent nor shall it in any manner affect the obligations of the other Debtors hereunder.

(g) This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Illinois. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(h) Each Debtor hereby submits to the non-exclusive jurisdiction of the United States District Court for the Northern District of Illinois and of any Illinois state court sitting in Cook County, Illinois for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each Debtor irrevocably waives, to the fullest extent

permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient form. EACH DEBTOR AND, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, EACH SECURED CREDITOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed and red as of the date first above written.

"DEBTORS"

BERKLEY INC.

By Scott W. Brown
Name Scott W. Brown
Title Chief Financial Officer

FISHING SPIRIT, INC. (f/k/a) Century Divestiture Co.

By Scott W. Brown
Name Scott W. Brown
Title Chief Financial Officer

SPORTS MERCHANDISING COMPANY

By Scott W. Brown
Name Scott W. Brown
Title Chief Financial Officer

PURE FISHING, INC.

By Scott W. Brown
Name Scott W. Brown
Title Chief Financial Officer

OUTDOOR TECHNOLOGIES GROUP, INC.

By Scott W. Brown
Name Scott W. Brown
Title Chief Financial Officer

FENWICK GOLF, INC.

By



Name Scott W. Brown

Title Chief Financial Officer

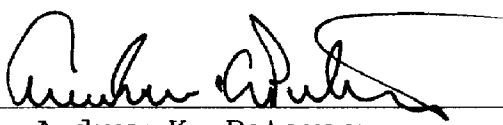
Signature Page

Security Agreement Re: Intellectual Property

TRADEMARK
REEL: 002109 FRAME: 0777

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By 
Name Andrew K. Peterson
Title Managing Director

Address:

111 West Monroe Street
Chicago, Illinois 60603
Attention: Catherine C. Ciolek
Telephone: (312) 461-7009
Telecopy: (312) 293-5040

Signature Page
Security Agreement Re: Intellectual Property

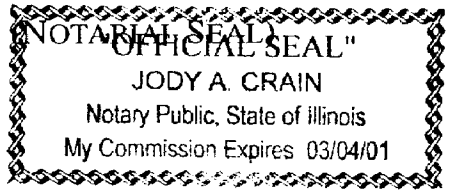
TRADEMARK
REEL: 002109 FRAME: 0778

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jody A. CRAIN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Scott W. Brown, CFO ~~President~~ of Berkley Inc., an Iowa corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CFO ~~President~~, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of February, 2000.

[Signature]
Notary Public



Jody A. CRAIN
(Type of Print Name)

My Commission Expires:
3/4/2001

SCHEDULE B-2

**TO: SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

TRADEMARK LICENSES

BERKLEY INC.

1. With COLEMAN for use of COLEMAN FAMILY FISHING to March 31, 2000.



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 21, 2000

PTAS

CHAPMAN AND CUTLER
ERIN M. HARDTKE
111 WEST MONROE STREET
CHICAGO, IL 60603



101340273A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101340273

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE PERSON SUBMITTING THE DOCUMENT MUST SIGN AND DATE THE DOCUMENT.

PEARLENE FOSTER, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED: 04/11/2000

**TRADEMARK
REEL: 002109 FRAME: 0781**