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FORM PTO-1618A

Expires 06/01/99
OMB 0651-0027

08-14-2000



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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID #
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☐ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger**
- ☐ **Change of Name**
- ☒ **Other**

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 002119 FRAME: 0206

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1549861"/>	<input type="text" value="1651496"/>	<input type="text" value="1040522"/>
<input type="text" value="1398543"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gerald T. Woods

Name of Person Signing


Signature

7/24/00

Date Signed

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 22nd day of December, 1998 by NEW ANTHONY, INC., a Delaware corporation ("Grantor"), in favor of SUNTRUST BANK, ATLANTA, a Georgia banking corporation, as agent for itself and certain other lenders from time to time party to the Security Agreement defined below ("Agent");

WITNESSETH THAT:

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

WHEREAS, Grantor has entered into a certain Credit and Security Agreement, dated of even date herewith, with the "Lenders" named therein, the Agent and SunTrust Equitable Securities Corporation, as Arranger (herein, as it may be supplemented, amended or modified from time to time, called the "Security Agreement"; capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Security Agreement), and this Agreement is being executed in supplementation thereof;

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

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

Grantor further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain

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December 21, 1998--15:58:59

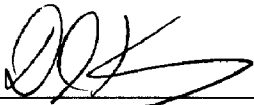
the same to the extent advisable for its business, (b) that it shall forthwith advise Agent in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Agent may do so in Grantor's name or in Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse Agent for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Grantor.

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

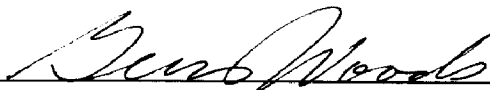
This Agreement shall inure to the benefit of Agent and its successors and assigns and bind Grantor and its successors and assigns.

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

NEW ANTHONY, INC.

By: 
David Horing, President

On this December 22, 1998, before me appeared the person(s) who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his (their) capacity(ies) as a (the) representative(s) having the title(s) inscribed above of New Anthony, Inc., a Delaware corporation, who acknowledged that he (they) signed same as his (their) free act(s) for and on behalf of the identified company with authority to do so.


Notary Public *GERALD T. WOODS*
Notary Public,
State of Georgia, at Large
My commission expires:
1/13/2002

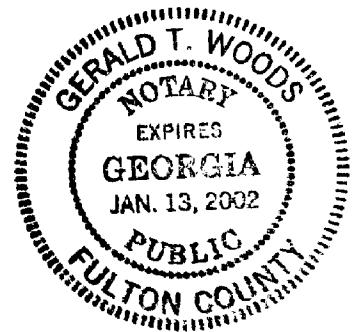


EXHIBIT "A"

Trademarks

Trademark

Trademark Number

Anthony

1549861

Anglass & Design

1651496

Anthony & Design

1040522

Anglass (Block Letter)

1398543

74-7/18/2000

RECORDED: 07/26/2000

**TRADEMARK
REEL: 002119 FRAME: 0211**