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Send original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Copperfield Chimney Supply, Inc.

- Individual(s)
 - General Partnership
 - Corporation-State Oklahoma
 - Other _____
- Association
 - Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 14, 2000

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: _____

Street Address: 105 W. Madison

City: Chicago State: IL ZIP: 60602

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

If assignee is not domiciled in the United States, a domiciled representative designator is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

08/30/2000 JSHABAZZ 00000020 1576986

6. Total number of applications and registrations involved: _____

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7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 200.00 OP

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.

Laura Konrath

Name of Person Signing

Signature

7/31/00

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002126 FRAME: 0959

Continuation
Item 4

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks in the Name of
Copperfield Chimney Supply, Inc.

Mark	Reg. No.	Reg. Date	Status	Jurisdiction
CHIMNEY DESIGN MARK	1,576,986	1/9/90	Registered	U.S.
COPPERFIELD	1,583,068	2/13/90	Registered	U.S.
COPPERFIELD	1,218,047	11/30/82	Registered	U.S.
GET IT ALL WITH ONE CALL	2,228,253	3/2/99	Registered	U.S.
HOMESAVER	1,740,848	12/22/92	Registered	U.S.
HOMESAVER	2,328,111	3/14/00	Registered	U.S.
HOMESAVER & DESIGN	1,702,822	7/28/92	Registered	U.S.
HOMESAVER & DESIGN	2,323,254	2/29/00	Registered	U.S.
GELCO INC. THE CHIMNEY TOP (&DESIGN)	1,780,022	7/6/93	Registered; assignment has not been recorded	U.S.

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 14th, 2000, by COPPERFIELD CHIMNEY SUPPLY, INC., an Oklahoma corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for the holders of the Collateralized Obligations.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor.

WHEREAS, Agent and the holders of the Collateralized Obligations are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the holders of the Collateralized Obligations, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the holders of the Collateralized Obligations, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Collateralized Obligations, Grantor hereby grants to Agent, on behalf of itself and the holders of the Collateralized Obligations, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the holders of the Collateralized Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COPPERFIELD CHIMNEY SUPPLY, INC.

By: Michael Z.

Title: Asst. Sec.

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Joseph Throckmorton
Duly Authorized Signatory

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 002126 FRAME: 0963

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 14th day of July, 2000 before me personally appeared Michael Santoni, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COPPERFIELD CHIMNEY SUPPLY, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lorrie Nicpon Marinelli
Notary Public

{seal}



SCHEDULE I
to
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