

RECORD
TF

09-19-2000

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101462326

Tab sermons

To the Honorable Commissioner of Patents at

Original documents or copy thereof.

1. Name of conveying party(ies):

Midwest uncuts, Inc.

- Individual(s)
 - General Partnership
 - Corporation-State Iowa
 - 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: June 28, 2000

2. Name and address of receiving party(ies)

Name: National City Bank of Michigan/Illinois, ^{as agent}

Internal Address: _____

Street Address: One North Franklin

City: Chicago State: IL ZIP: 60606

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,681,830

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

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)

09/18/2000 NTHA11 00000467 1681830

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

3. 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

Laura Konrath

Signature

8/17/00

Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK

REEL: 002140 FRAME: 0173

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, the undersigned (the "Pledgor") (i) owns the patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 1 annexed hereto, (ii) owns the trademarks, trademark registrations, and trademark registration applications listed on Schedule 2 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto and (iii) owns the copyrights, copyright registrations and copyright registration applications listed on Schedule 3 annexed hereto, and is a party to the copyright licenses listed on Schedule 3 annexed hereto; and

WHEREAS, the Pledgor, National City Bank of Michigan/Illinois, as Agent ("Agent") for the Lenders, and certain other parties have entered into a Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect, the "Security Agreement"; terms used but not otherwise defined herein shall have the respective meanings provided for in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, Pledgor has granted to the Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Intellectual Property, together with all proceeds thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

A. Pledgor hereby grants to the Agent, for the benefit of itself and the Lenders, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as "Patents"), whether presently existing or hereafter created or acquired:

- (1) each patent and patent application of the Pledgor therefor, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto;
- (2) each patent license to which the Pledgor is a party, including, without limitation, each patent license listed on Schedule 1 annexed hereto; and
- (3) all proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

B. The Pledgor hereby grants to the Agent, for the benefit of itself and the Lenders, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as "Trademarks"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark registration application of the Pledgor, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule 2 annexed hereto;

(2) each trademark license to which the Pledgor is a party, including, without limitation, each trademark license listed on Schedule 2 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

C. The Pledgor hereby grants to the Agent, for the benefit of itself and the Lenders, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as "Copyrights"), whether presently existing or hereafter created or acquired:

(1) each copyright, copyright registration and copyright registration application of the Pledgor, including, without limitation, the copyright, copyright registrations and copyright registration applications referred to in Schedule 3 annexed hereto;

(2) each copyright license to which the Pledgor is a party, including, without limitation, each copyright licensed listed on Schedule 3 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

This security interest is granted in conjunction with the security interests granted to Agent, for the benefit of itself and the Lenders, pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

D. In addition to, and not by way of limitation of, all other rights granted to the Agent under this Assignment and the other Loan Documents, as collateral security only for the complete payment when due of all Obligations, the Pledgor hereby, upon the maturity of the Obligations or the earlier acceleration of the Obligations in accordance with the Loan Documents, and the exercise by Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to Article 5 and/or Article 6 of the Security Agreement, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the benefit of itself and the Lenders, any and all rights of the Pledgor under any license and any license agreement with any other party, whether the Pledgor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale all Collateral now or hereafter owned by the Pledgor and now or hereafter covered by such license and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to the Agent under this Assignment which rights are material to the conduct of the Pledgor's business. The Pledgor hereby covenants that, within ten (10) days thereafter, it will notify the Agent if any Patent described in subsection (A)(1) hereof, Copyright described in subsection (C)(1) hereof or Trademark described in subsection (B)(1) hereof shall at any time hereafter become subject to any such license agreement and that, together with such notice, it will provide the Agent with full identification thereof and with such

further documentation as the Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this Section D.

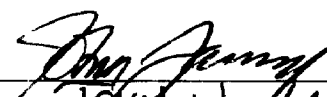
E. The Pledgor hereby agrees that, upon the maturity of the Obligations or the earlier acceleration of the Obligation in accordance with the Loan Documents, and the exercise by the Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to Article 5 and/or Article 6 of the Security Agreement, the Agent's right to use, on behalf of itself and the Lenders, all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent of the Pledgor's right to use the same, and without any liability for royalties or other related charges from the Agent or any Lender to the Pledgor. The term of the collateral assignments and grant of security interest granted herein shall extend until the expiration of each Patent, Copyright and Trademark collaterally assigned hereunder, or until the Obligations have been indefeasibly paid in full in cash.

F. The Pledgor represents and warrants that the United States and foreign Patents, Copyrights and Trademarks constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by Pledgors. Within ten (10) days after the creation thereof, the Pledgor shall identify in writing to the Agent all new applications for United States and foreign letters patent, copyright registrations and trademark registrations and licenses of the Pledgor, which new applications, patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Security Agreement and this Assignment.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed by its duly authorized officer as of June 26, 2000.

MIDWEST UNCUTS, INC.

By 
Name: JOHN W. LAWRENCE, JR.
Title: SECRETARY

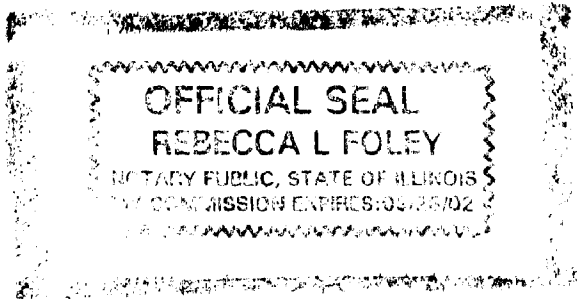
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

On June 28, 2000, before me appeared the person executing the foregoing instrument, as proved to me to be on the basis of satisfactory evidence the person described in and who executed the foregoing instrument as the officer of the corporation signatory to such instrument, being by me duly sworn, did depose and say that he is the officer of such corporation described in and which executed the foregoing instrument; that said instrument is signed on behalf of such corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of such corporation.

Rebecca L. Foley
Notary Public

{Seal}



SCHEDULE 1
Patents

MIDWEST UNCUTS, INC.

Patents

Item

Patent No.

Job Tray

D310,896

Patent Licenses.

None.

SCHEDULE 2
Trademarks

MIDWEST UNCUTS, INC.

Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
USA	Naturalite	1,681,830

Trademark Licenses.

None.

SCHEDULE 3
Copyrights

MIDWEST UNCUTS, INC.

None.