

SCHEDULE 1

TRADEMARKS

Docket Name:

GROUPTMC-T001XX

Mark:

ILLUMINATIONS

Filing Date:

December 4, 1991

Serial No:

74/229,097

Status:

Registered

Registration No:

1,759,809

Issue Date:

March 23, 1993

Docket Name:

GROUPTMC-T002XX

Mark:

STARLIGHTS

Filing Date:

November 28, 1990

Serial No:

74/118,650

Status:

Registered

Registration No:

1,666,717

Issue Date:

December 3, 1991

Docket Name:

GROUPTMC-T007XX

Mark:

TREASURE MASTERS

Filing Date:

May 6, 1985

Serial No:

73/536,026

Status:

Registered

Registration No:

1,373,695

Issue Date:

December 3, 1985

Docket Name:

GROUPTMC-T008XX

Mark:

KEEPSAKE CREATIONS

Filing Date:

September 11, 1981

Serial No:

73/327,563

Status:

Registered

Registration No:

1,227,581

Issue Date:

February 15, 1983

Docket Name:

GROUPTMC-T009XX

Mark:

TREASURE MASTERS

Filing Date:

June 5, 1981

Serial No:

73/313,408

Status:

Registered

Registration No:

1,223,755

Issue Date:

January 11, 1983

Docket Name:

GROUPTMC-T010XX

Mark:

MAGNEPOEM

Filing Date:

August 27, 1997

Serial No:

75/347,992

Status:

Issued

Registration No:

2,214,224

Issue Date:December 29,
1998

Docket Name:

GROUPTMC-T011XX

Mark:

HYPER GLOW

Filing Date:

March 25, 1998

Serial No:

75/456,462

Status:

Pending

Registration No:**Issue Date:**

Docket Name:

GROUPTMC-T012XX

Mark:

STARLIGHTS

Filing Date:

November 28, 1990

Serial No:

74/118,650

Status:

Registered

Registration No:

1,666,717

Issue Date:

December 3, 1991

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RECC

06-23-2000

JEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 000 ▼



To the Honorable Commissioner of Patent

101388198

red original documents or copy thereof.

1. Name of conveying party(ies):

TMC Group, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: _____

2. Name and address of receiving party(ies)

Name: KeyBank National Association

Internal Address: _____

Street Address: One Canal Plaza

City: Portland State: ME ZIP: 04101

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Bank Association

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)

75/456,462

B. Trademark Registration No.(s)

1,759,809

1,666,717

Additional numbers attached? ☒ Yes ☐ No

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

Name: Dennis C. Sbrega

c/o Preti, Flaherty, Beliveau et al

Internal Address: _____

Street Address: One City Center

City: Portland State: ME ZIP: 04101

6. Total number of applications and registrations involved: _____

8

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

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0910

(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.

Dennis C. Sbrega

Name of Person Signing

Signature

JUNE 16, 2000

Date

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

1

Mail documents to be recorded with required coversheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002152 FRAME: 0477

EXHIBIT A
TO
RECORDATION FORM COVER SHEET

4.B. Trademark Registration Numbers

1,373,695

1,227,581

1,223,755

2,214,224

1,666,717

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U.S. TRADEMARK MEMORANDUM OF SECURITY AGREEMENT

(U.S. TRADEMARKS, U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS)

WHEREAS, TMC Group, Inc., a Delaware corporation ("Borrower") owns the U.S. Trademarks and U.S. Trademark registrations and applications for U.S. Trademarks listed on Schedule 1 annexed hereto:

WHEREAS, pursuant to the terms of the Loan and Security Agreement ("Security Agreement") dated as of December 10, 1999 (as said Security Agreement may be amended from time to time) between Borrower and KeyBank National Association, a national banking association ("Lender"), the Borrower has granted to the Lender a security interest in substantially all of Borrower's assets, including all right, title and interest of Borrower in, to and under all U.S. Trademarks owned by Borrower, U.S. Trademark registrations owned by Borrower, together with any reissues, extensions, or renewals thereof, and all of Borrower's applications for U.S. Trademarks or registrations thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized thereby or associated therewith and the applications therefor and the registrations thereof, and all products and proceeds thereof including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated good will, to secure the payment of all secured obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to the Lender a continuing security interest in all of its 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 the "U.S. Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each U.S. Trademark, U.S. Trademark registration and U.S. Trademark application owned by Borrower, and all of the goodwill of the business symbolized thereby or associated therewith including, without limitation, each U.S. Trademark, U.S. Trademark registration, and U.S. Trademark application referred to in Schedule 1 annexed hereto;

(ii) all products and proceeds of the foregoing including, without limitation, any claim by Borrower against third parties for present or future infringement or dilution after the date hereof of any U.S. Trademark or U.S. Trademark registration, or for injury to the goodwill of the business symbolized thereby or associated therewith.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the U.S. 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. Terms used herein which are defined in the Security Agreement and not otherwise defined herein are used herein as therein defined.

IN WITNESS WHEREOF, Borrower has caused this U.S. Trademark Memorandum of Security Agreement to be duly executed by its officer, thereunto duly authorized, as of this 9th day of ~~March~~, 2000.
June

TMC GROUP, INC.

By: 

Omar L. Peraza
President

ACKNOWLEDGED:

KEYBANK NATIONAL ASSOCIATION

By: 

Noel B. Graydon
Senior Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

June 15
~~March 10~~, 2000

Personally appeared the above-named Omar L. Peraza, President of TMC Group, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of TMC Group, Inc.

Before me,


Notary Public/Attorney at Law

Print Name: Britany L. Husos