

10-26-2000

10.5.00



101497537

ASSIGNMENT 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 \_\_\_\_\_

Effective Date  
Month Day Year  
10 05 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Tee Jays Manufacturing Co., Inc.

10 05 00

Formerly \_\_\_\_\_

76946742

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Alabama

Receiving Party

Mark if additional names of receiving parties attached

Name American National Bank and Trust Company of Chicago

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 120 South LaSalle Street

Address (line 2) 8th Floor

Address (line 3) Chicago

Illinois

60603

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization \_\_\_\_\_

FD-481  
FD-482

40.00 OP  
400.00 OP

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

TRADEMARK  
REEL: 002162 FRAME: 0692

**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" value="76946742"/>	<input type="text" value="76046737"/>	<input type="text"/>
<input type="text" value="75554796"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76046743"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1581613"/>	<input type="text" value="2186714"/>	<input type="text" value="1583757"/>
<input type="text" value="2073971"/>	<input type="text" value="2173877"/>	<input type="text" value="1604758"/>
<input type="text" value="1835510"/>	<input type="text" value="1329755"/>	<input type="text" value="1751336"/>

**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.

Linda R. Kastner

Name of Person Signing

Signature

10/5/00

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

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

**Conveying Party**

Enter Additional 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**

Enter Additional 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)

City 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 the Assignment.)

**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)

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<input type="text" value="2164731"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1743951"/>	<input type="text"/>	<input type="text"/>
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# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2000, by TEE JAYS MANUFACTURING CO., INC, an Alabama corporation (“Grantor”), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, in its capacity as Agent for Lenders.

## W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, 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 “Loan Agreement”), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 Schedules A and B 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

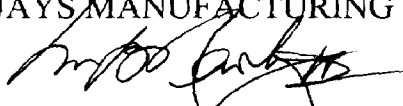
Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. LOAN 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 Lenders, pursuant to the Loan 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 Loan 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.

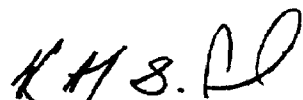
TEE JAYS MANUFACTURING CO., INC.



By: \_\_\_\_\_  
Name: William B. Newby III  
Title: SR VP & CFO

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By:  \_\_\_\_\_  
Name: KENNETH S. PAROUE  
Title: VICE PRESIDENT

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS AND TRADEMARK AND  
SERVICE MARK APPLICATIONS**

ATTACHED

<b>Trademark Name</b>	<b>Application Number/ Filing Date</b>	<b>Registration Number/ Registration Date</b>
(Design Only) TJ		1,581,613/ 06-Feb-1990
Alabama Sportswear and Design		2,073,971/ 24-June-1997
Covered Bridge	76/946,742/ 11-May-2000	
Heftys		1,835,510/ 10-May-1994
HP High Performance J Tee Jays		2,186,714/ 01-Sep-1998
HP High Performance J Tee Jays		2,173,877 14-Jul-1998
Palm Tees	75,554,796/ 17-Sep-1998	
Pro-Dri	76,046,743/ 11-May-2000	
Selec-T		1,329,755/ 09-Apr-1985
Sof Tee	76/046,737/ 11-May-2000	
T.J.		1,583,757/ 20-Feb-1990
T.J.'s		1,604,758/ 03-Jul-1990
Tee Jays		1,751,336/ 09-Feb-1993
Tee Jays High Performance HP		2,164,731/ 09-June-1998



<b>Trademark Name</b>	<b>Application Number/ Filing Date</b>	<b>Registration Number/ Registration Date</b>
Tee Jays Sof Tee and Design		1,743,951/ 29-Dec-1992
TJ		1,583,756/ 20-Feb-1990
TJ's		1,583,755/ 20-Feb-1990

**SCHEDULE B  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK LICENSES**

NONE