USB-10188

11-06-2000

101505997

10·2·00

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

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

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- Effective Date Month Day Year
- [ ] Change of Name
- [ ] Other

Conveying Party [ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 12 22 1999

Name: Geographics, Inc.

Formerly:

75865717

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: WY

Receiving [ ] Mark if additional names of receiving parties

Name: U.S. Bank National Association

DBA/AKA/TA:

Composed of:

Address (line 1): 201 West Wisconsin Avenue

Address (line 2):

Address (line 3): Milwaukee (City) WI (State/Country) 53259 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] 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.)*
- [ ] Corporation
- [X] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: MN

11/03/2000 DBTRME 00000127 232059 2168988

01 FC:481 40.00 CH
02 FC:482 300.00 CH

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

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 414-273-2100

Name Thomas J. Pienkos

Address (line 1) Whyte Hirschboeck Dudek S.C.

Address (line 2) 111 E. Wisconsin Avenue, Suite 2100

Address (line 3)

Address (line 4) Milwaukee WI 53202

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 12

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

[x] 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)		
75865717			2155988	2142424	2141810
			2115389	2016809	1977754
			1975914	1929801	1929793

Number of Properties

Enter the total number of properties involved. # 13

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 340.00

Method of Payment: Enclosed [ ] Deposit Account [x]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 232053

Authorization to charge additional fees: Yes [x] 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.

Jere L. Houk	Jere L. Houk	9-28-00
Name of Person Signing	Signature	Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

☐ 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.)*

☐ Citizenship/State of Incorporation/Organization

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)		
			1925458	1925437	1923635

SUPPLEMENTAL COLLATERAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL COLLATERAL TRADEMARK SECURITY AGREEMENT ("Security Agreement") made as of the 22nd day of December, 1999, by Geographics, Inc., a Wyoming corporation having its principal office at 1555 Odell Road, Blaine, Washington ("Borrower") and U.S. Bank National Association having its principal office at 201 West Wisconsin Avenue, Milwaukee, Wisconsin 53259 ("Lender"):

WITNESSETH:

WHEREAS, Lender and Borrower have entered into a Loan and Security Agreement dated the date hereof (said Loan and Security Agreement as amended or otherwise modified from time to time, being called the "Loan and Security Agreement"; capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Loan and Security Agreement); and

WHEREAS, Borrower is the owner of certain trademarks; and

WHEREAS, it is a condition to the Loan and Security Agreement that Borrower shall grant the security interest and make the collateral assignment contemplated by this Security Agreement;

NOW, THEREFORE, in consideration of the premises, Borrower hereby agrees with Lender as follows:

1. Grant of Security Interest. To secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan and Security Agreement), Borrower hereby grants a security interest in and mortgages to Lender as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale as hereinafter provided after the occurrence of an Event of Default and during the continuance thereof, to the extent permitted by law, with respect to all of the following property of Borrower, whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

(a) trademarks, trademark registrations, interests under trademark license agreements, tradenames, trademark applications, service marks, service mark registrations, service mark applications and brand names, including, without limitation, United States and foreign trademark and service mark registrations and applications thereof listed on Exhibit A attached hereto and made a part hereof and the trademark license agreements (both as licensee and licensor) listed on Exhibit B attached hereto and

TRADEMARK
REEL: 002167 FRAME: 0859

made a part hereof and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, but excluding attorneys' fees and court costs payable to Borrower with respect thereto, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames, service marks, applications, registrations, and interests under trademark license agreements, together with the items described in clauses (i) through (iv) in this subsection (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) the goodwill of Borrower's business connected with the Trademarks.

2. Restrictions on Future Agreements. Borrower agrees that until all Obligations shall have been satisfied in full and the Loan and Security Agreement shall have been terminated, Borrower will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with Borrower's obligations under this Security Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement to Lender and Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, other than in the ordinary course of business, which would adversely affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

3. New Trademarks. Borrower represents and warrants that the Trademarks listed on Exhibit A and the license agreements listed on Exhibit B constitute all of the Trademarks now owned by or licensed to or by Borrower for which registrations have been issued or applied for in the United States Patent and Trademark Office (other than those in which a security interest has previously been granted to Lender). If, before the Obligations have been satisfied in full and the Loan and Security Agreement terminated, Borrower shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or any state, territory or possession thereof or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or tradename used in the United States or any state, territory or possession thereof, the provisions of paragraph 1 above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement upon such written notice by amending Exhibit A and Exhibit B to include any future trademark registrations, trademark applications and license agreements which are Trademarks, as applicable, under paragraph 1 above or under this paragraph 3.

4. Additional Representations and Warranties. Borrower hereby represents, warrants, covenants and agrees that:

(a) It is the owner of all right, title and interest in the trademark registrations listed on Exhibit A and has rights in the other Collateral, free from any lien or security interest in favor of any Person except for the security interest granted to Lender.

(b) It has the right and power to grant the security interest in the Collateral made hereby.

(c) Other than assignments or transfers to Lender, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except for license agreements to use such Collateral granted to licensees described on Exhibit B hereto.

(d) There is no financing statement or other document or instrument now signed or on file in any public office covering any part of the Collateral, except those showing Lender as secured party, and so long as any Obligations remain outstanding under the Loan and Security Agreement or the Loan and Security Agreement has not terminated, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements on file or to be filed in favor of Lender.

(e) To the best of Borrower's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks which would materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement granted to Lender including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Lender hereunder.

5. Royalties; Terms. Borrower hereby agrees that any rights granted hereunder to use by Lender with respect to all Collateral as described above shall be worldwide and without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments of security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Trademarks assigned hereunder or (ii) all Obligations have been paid in full and the Loan and Security Agreement has been terminated.

6. Lender's Right to Inspect. Lender shall have the right, at any time and from time to time, to inspect Borrower's premises and to examine Borrower's books, records and

TRADEMARK
REEL: 002167 FRAME: 0861

operations relating to the Trademarks. Unless Lender determines that to do so would be adverse to its interests, Lender will give Borrower reasonable advance notice and make any inspections during Borrower's normal business hours.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan and Security Agreement, Lender shall, at Borrower's sole cost and expense, execute and deliver to Borrower all termination statements, assignments and other instruments as may be necessary or proper to revest in Borrower full title to the Collateral granted hereby, including, without limitation, documents suitable for recordation in the United States Patent and Trademark Office, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan and Security Agreement.

8. Duties of Borrower. Borrower shall have the duty, in accordance with its reasonable business judgment, (i) to file and prosecute diligently any trademark or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan and Security Agreement shall have been terminated, (ii) to make application on Trademarks, as appropriate, and (iii) to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with this Paragraph 8 shall be borne by Borrower.

If Borrower fails to comply with any of the foregoing duties, fails to pay any fees associated therewith, or fails to discharge any lien or security interest prohibited by this Agreement, Lender may do so in Borrower's name to the extent permitted by law, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Lender in protecting, defending and maintaining the Collateral, which counsel may be an employee of Lender.

9. Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and any licenses thereunder, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 9.

10. Waivers. No course of dealing among Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan and Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

TRADEMARK
REEL: 002167 FRAME: 0862

11. No Licenses. Other than in the ordinary course of business, Borrower agrees not to sell or assign its interest in, or grant any license under, any of the Collateral without the prior written consent of Lender.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 3 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies: Power of Attorney: Effect on Loan and Security Agreement. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan and Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power (i) at any time after the occurrence of an Event of Default and during the continuance thereof, to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Collateral, or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Security Agreement, and (ii) at any time after the occurrence of an Event of Default and during the continuance thereof to take any other actions with respect to the Collateral as Lender reasonably deems in its best interests. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Loan and Security Agreement has been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender or its successors, transferees and assigns under the Loan and Security Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located. Recourse to security will not be required at any time.

15. Care of Collateral. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Borrower shall request in writing, but failure of Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Lender to preserve or protect

TRADEMARK
REEL: 002167 FRAME: 0863

any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by Borrower shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

16. Certain Rights Regarding Collateral and Obligations. Lender may, after the occurrence of an Event of Default and during the continuance thereof, without notice to Borrower, take all or any of the following actions: (a) transfer all or any part of the Collateral into the name of Lender or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder, (b) notify the parties obligated on any of the Collateral to make payment to Lender of any amounts due or to become due hereunder, (c) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto and (d) take control of any proceeds of the Collateral.

17. Binding: Effect, Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender and its respective successors, transferees and assigns.

18. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any of the Trademarks, are governed by the laws of a jurisdiction other than the State of Illinois. Unless otherwise defined herein or in the Loan and Security Agreement, terms used in Article 9 of the Uniform Commercial Code as enacted in the State of Illinois are used herein as therein defined

19. Notice. Whenever it is provided herein that any notice, demand, request, consent approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the Loan and Security Agreement.

20. Order of Precedence. In the event of a conflict between the terms and conditions contained herein and those contained in the Loan and Security Agreement, the terms and conditions contained herein shall prevail with respect to the Trademarks.

21. Consent to Jurisdiction. To induce Lender to accept this Agreement, Borrower, irrevocably, agrees that, subject to Lender's sole and absolute election, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF MILWAUKEE, STATE OF WISCONSIN. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY

TRADEMARK
REEL: 002167 FRAME: 0864

LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS STATED ON THE SIGNATURE PAGE HEREOF AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF.

22. WAIVER OF JURY TRIAL. BORROWER AND LENDER EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH, OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement effective as of the date first above written.

Geographics, Inc.

By: James L. Dorman
James L. Dorman, Chief Executive Officer

U.S. Bank National Association

By: Dennis J. Ciche
Dennis J. Ciche, Assistant Vice President

TRADEMARK
REEL: 002167 FRAME: 0865

EXHIBIT A

Patents, Copyrights, Service Marks, Trademarks and Tradenames

U.S. Trademarks

Registration Number	Filing Date	Mark
2155988	12/06/95	GEONOTES
2142424	02/03/97	GEOPOSTERBOARD
2141810	02/27/96	GEOGRAPHICS
2115389	05/23/96	EXECUTIVE CLASS
2016809	10/25/94	COLORLIGHTS
1977754	10/25/94	GEOFOIL
1975914	10/25/94	GEOSIGN
1929801	10/26/94	GEOSTENCIL
1929793	10/25/94	GEOPAPER
1925458	10/26/94	GEOTAPE
1925437	10/25/94	GEOTYPE
1923635	10/25/94	SHIELD 'N' SEE
75-282863 (Serial Number)	04/28/97	ACHIEVEMENT COLLECTION[1]
Serial Number not issued as of 12/15/99	12/07/99	GEOFILE

[1] Mark has not been registered, a notice of allowance has been issued and an extension of time to file a statement of use was granted 05/07/99.

EXHIBIT B

None.