

RE

12-13-2000

1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings == >



101548399

-Y

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

Texwood Furniture Ltd.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership TX
☐ 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: October 30, 2000

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 W. Madison

City: Chicago State: IL ZIP: 60651

- ☐ 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)

1,796,603

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)

12/12/2000 BTOM11 00000348 1796603

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

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

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: 002193 FRAME: 0335

TRADEMARK SECURITY AGREEMENT

WHEREAS, Texwood Furniture Ltd., a Texas limited partnership ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Midwest Folding Products Corp. ("Borrower"), Agent and Lenders are parties to an Amended and Restated Credit Agreement dated as of April 18, 1997 (as the same has been and may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Debtor by Lenders; and

WHEREAS, Debtor is a Subsidiary of Borrower and will receive substantial direct and indirect benefits from the Credit Agreement; and

WHEREAS, Debtor has executed that certain Subsidiary Guaranty dated as of the date hereof in favor of Agent (the "Guaranty"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 30, 2000 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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 the "Trademark Collateral"), whether presently existing or hereafter created or acquired to secure the Secured Obligations (as defined in the Security Agreement):

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30 day of October, 2000.

Acknowledged:

HELLER FINANCIAL, INC.

TEXWOOD FURNITURE, LTD.

By: Texwood Holding Co.

Its: General Partner

By: Maura E. Fitzgerald
Title: Assistant Vice President

By: _____
Title: _____

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30 day of October, 2000.

Acknowledged:

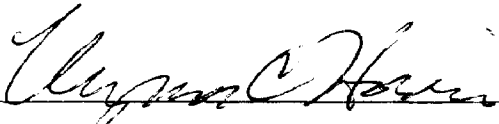
HELLER FINANCIAL, INC.

TEXWOOD FURNITURE, LTD.

By: Texwood Holding Co.

Its: General Partner

By: _____

By: 

Title: _____

Title: President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF Cook) ss.

On October __, 2000, before me AnnMarie Marino, a Notary Public, personally appeared Wyman Harris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

AnnMarie Marino

Notary Public



ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF Cook) ss.

On October __, 2000, before me AnnMarie Marino, a Notary Public, personally appeared Maura E. Fitzgerald, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

AnnMarie Marino

Notary Public



TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>First Use</u>	<u>Goods</u>
Holbrook	1796603	10-5-93		wholesale distributorship of children's furniture

COPYRIGHT APPLICATIONS

None

COPYRIGHT LICENSES

None