

01-19-2001

1/4/01



101588514

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 Assignment.)

01/19/2001 DNGUYEN 00000035 1761388

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

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. 20503

REEL: 002216 FRAME: 0001

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)

| | | |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Registration Number(s)

| | | |
|--------------------------------------|----------------------|----------------------|
| <input type="text" value="1761388"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

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

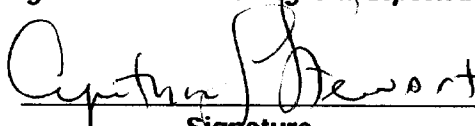
No

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.

Cynthia L. Stewart

Name of Person Signing



Signature

January 3 2001

Date Signed

COLLATERAL ASSIGNMENT OF TRADEMARK

This Collateral Assignment of Trademark (this "Assignment") is made and entered into as of December 29, 2000, by Pan-Oston Ltd., an Ontario corporation, (the "Assignor"), in favor of Bank One, Kentucky, National Association ("Lender").

RECITALS

A. Assignor, along with Retail Logic, Inc. and Pan-Oston Co. (collectively, the "Borrowers"), Mark E. Weiss and Lender have entered into a Loan Agreement, dated as of December 29, 2000 (the "Loan Agreement"), whereby Lender has made certain loans to Assignor.

B. Assignor is the owner of the trademark with the U.S. Registration No. 1,761,388, named "PAN-OSTON" and registered on March 30, 1993 (the "Mark").

C. By this Assignment, Assignor desires to fulfill its obligations and the obligations of the Borrowers under the Loan Agreement and other Borrower Documents to grant to Lender a security interest in the Mark during the term of the Loan Agreement, which security interest is intended to secure the Borrowers' obligations to the Lender.

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Loan Agreement and other Borrower Documents, Assignor agrees as follows:

1. Assignor hereby collaterally assigns as security to Lender, and grants to Lender, a security interest in all of Assignor's right, title and interest in and to the Mark, together with all goodwill of the business symbolized by the Mark, to secure payment when due of any and all indebtedness and other obligations of the Borrowers to the Lender under the Loan Agreement and other Borrower Documents.

2. Until an Event of Default (as defined in the Loan Agreement) shall occur, Assignor shall have all right to possession and use of the Mark.


3. Except in connection with the conduct of business in the ordinary course, Assignor shall not modify, amend or terminate the Mark, nor shall Assignor waive any rights, or assign, sublet, transfer, hypothecate or otherwise encumber any of its right, title or interest, in or

to the Mark, without the prior written consent of Lender, except as permitted by the Loan Agreement.

4. If an "Event of Default" occurs, Lender shall have the right, but not the obligation, to claim all rights of Assignor to the Mark, and all goodwill associated therewith. Lender may, at its option and upon notice to Assignor, transfer to a third party the rights of Assignor to the Mark, together with all associated goodwill and, in such event, Assignor's rights to the Mark.

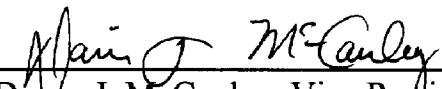
WITNESS, the signatures of Assignor and Lender by their duly authorized officers as of the date first set forth above, but actually on the dates set forth below each signature.

PAN-OSTON LTD.

By: 
Mark E. Weiss, President
And Chief Executive Officer

Date: December 29, 2000

BANK ONE, KENTUCKY, NA, a national banking association

By: 
Darin J. McCauley, Vice President

Date: 12-29-00

