

02-07-2001



101607206

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

☒ 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  
 01-12-2001

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  Willey Brothers, Inc.

01-12-2001

Formerly

76024054

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization  New Hampshire

Receiving Party

☐ Mark if additional names of receiving parties attached

Name  Fleet Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1)  60 East 42nd Street

Address (line 2)

Address (line 3)  New York

New York/USA

10017

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization  Rhode Island/USA

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.)

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: 002231 FRAME: 0101

**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

212-715-7548

Name

Kramer Levin Naftalis & Frankel LLP

Address (line 1)

919 Third Avenue

Address (line 2)

New York, NY 10022

Address (line 3)

Attention: Tahir Nawab

Address (line 4)

**Pages**

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

#

5

**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)**

76024054

76023827

76044596

**Number of Properties**

Enter the total number of properties involved.

#

3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90

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:

#

500540

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.

Kevin M. Moss

Name of Person Signing

Signature

01-19-2001

Date Signed

## GRANT OF INTELLECTUAL PROPERTY SECURITY INTEREST

**WHEREAS, WILLEY BROTHERS, INC.**, a New Hampshire corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Intellectual Property Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Loan and Security Agreement dated as of January \_\_, 2001 (said Loan and Security Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the **"Loan Agreement"**) with Fleet Capital Corporation (the **"Lender"**), pursuant to which Lender has made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to extend certain loans to Grantor; and

**WHEREAS**, pursuant to the terms of the Loan Agreement, Grantor has agreed to create in favor of Lender a secured and protected interest in, and Lender has agreed to become a secured creditor with respect to, the Intellectual Property Collateral (as defined below);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan Agreement, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Intellectual Property Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all copyrights, moral rights, rights of authors, trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers, and applications pertaining thereto, owned by such Grantor or subject to an agreement or other obligation of assignment to Grantor, or hereafter adopted and used, in its business (including, without limitation, the copyrights and trademarks specifically identified in Schedule A) (collectively, the **"Intellectual Property"**), all registrations that have been or may hereafter be issued or applied for thereon (pursuant to Exhibit A hereto) in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **"Intellectual Property Registrations"**), all common law and other rights (but in no event any of the obligations) in and to the Intellectual Property in the United States and any state thereof and in foreign countries (the **"Intellectual Property Rights"**), and all goodwill of such Grantor's business (the **"Associated Goodwill"**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Intellectual Property Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Intellectual Property Collateral. For purposes of this Grant of Intellectual Property Security Interest, the term **"proceeds"** includes whatever is receivable or received when

Intellectual Property Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party or constitute an abandonment of such Intellectual Property Collateral; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral 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.

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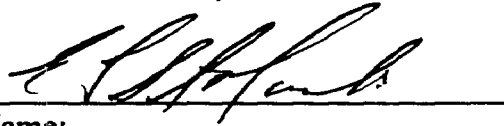
**IN WITNESS WHEREOF**, Grantor has caused this Grant of Intellectual Property Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1<sup>st</sup> day of January, 2001.

**WILLEY BROTHERS, INC.**

By:

Name:

Title:



Senior Vice President

**SCHEDULE A  
INTELLECTUAL PROPERTY COLLATERAL**

Trademark Service Mark	Application Filing Date	Serial Number	Registration Certificate
<b>WILLEY BROTHERS</b>	<b>USE Filed 04/12/00</b>	76-024,054	Non-Final Office Action issued 9/29/00
<b>WILLEY BROTHERS DIRECT</b>	<b>USE Filed 04/12/00</b>	76-023,827	Non-Final Office Action issued 9/29/00
<b>WILLEY BROTHERS INTERNATIONAL</b>	<b>USE Filed 05/09/00</b>	76-044,596	Non-Final Office Action issued 9/29/00

EXHIBIT A TO  
GRANT OF INTELLECTUAL PROPERTY  
SECURITY INTEREST

**INTELLECTUAL PROPERTY SUPPLEMENT**

This INTELLECTUAL PROPERTY SUPPLEMENT, dated 1-12-2001, is delivered pursuant to and supplements the Grant of Intellectual Property Security Interest dated as of January 12, 2001 (as it may be from time to time amended, modified or supplemented, the "**Grant**"), executed by Willey Brothers, Inc. (the "**Grantor**") in favor of FLEET CAPITAL CORPORATION (the "**Lender**"). Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

In addition to the security interest previously granted to the Lender pursuant to the Grant, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the Intellectual Property Collateral listed on Schedule A attached hereto. All such Intellectual Property Collateral shall be deemed to be part of the Intellectual Property Collateral and shall be hereafter subject to each of the terms and conditions of the Grant.

**IN WITNESS WHEREOF**, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of 1-12-2001

**WILLEY BROTHERS, INC.**

By:

Name:

Title:

  
*E. J. Stohr*  
*Senior Vice President*