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FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MARVEL OIL COMPANY, INC.

- Individual(s), Association, General Partnership, Limited Partnership, 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: MARCH 21, 2001

2. Name and address of receiving party(ies)

Name: HARRIS TRUST AND SAVINGS BANK

Internal Address:

Street Address: 111 WEST MONROE STREET

City: CHICAGO State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, IL, 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)

SEE SCHEDULE A

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Internal Address:

RETURN TO: FEDERAL RESEARCH CORP. 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

City: State: ZIP:

03/28/2001 BT0N11 00000192 700098

01 FC:481 40.00 OP 02 FC:482 50.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

9. 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.

ANDREA SERDIUL Name of Person Signing

Signature

3/21/01 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK REEL: 002259 FRAME: 0532

**SCHEDULE A  
TO TRADEMARK COLLATERAL SECURITY AGREEMENT**

**REGISTERED U.S. TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b><u>REGISTERED U.S. TRADEMARKS</u></b>	<b><u>REGISTRATION REG. NO.</u></b>	<b><u>DATE</u></b>
Marvel	700098	June 28, 1960
Marvel	663346	June 24, 1958
Marvel Mystery Oil & Design	1673173	January 28, 1992

<b><u>PENDING U.S. TRADEMARK APPLICATIONS</u></b>	<b><u>FILING NO.</u></b>	<b><u>FILING DATE</u></b>
	None	

## TRADEMARK COLLATERAL SECURITY AGREEMENT

This 21<sup>st</sup> day of March, 2001, Marvel Oil Company, Inc., an Illinois corporation ("*Pledgor*") with its principal place of business and mailing address at 38 East Elm Street, Chicago, Illinois 60611, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 ("*Harris*"), acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement Re: Intellectual Property bearing even date herewith between Pledgor, certain other parties and the Agent (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any of the Collateral, but rather, shall operate only to create a security interest for collateral purposes in favor of Agent for the benefit of the Secured Creditors, on the Collateral as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Pledgor and the Agent have caused this Trademark Collateral Security Agreement to be duly executed as of the date and year first above written.

MARVEL OIL COMPANY, INC.

By Donald A Tusek  
Donald A. Tusek  
Its Authorized Officer

HARRIS TRUST AND SAVINGS BANK, as Agent

By [Signature]  
Its Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald A. Tusek, Authorized Officer, of Marvel Oil Company, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

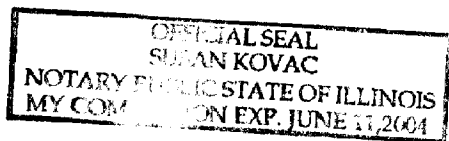
Given under my hand and notarial seal, this 21<sup>st</sup> day March, 2001.

(NOTARIAL SEAL)

Susan Kovac  
Notary Public

Susan Kovac  
(Type or Print Name)

My Commission Expires:



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that M. James Barry, III, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21<sup>st</sup> day of March, 2001.

(NOTARIAL SEAL)

Susan Kovac  
Notary Public

My Commission Expires:

Susan Kovac  
(Type or Print Name)

