

FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

07-11-2001



Send original documents or copy thereof.

To the Honorable Commissioner of Patent

101754328

1. Name of conveying party(ies):

Bestform Foundations, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3-23-01

2. Name and address of receiving party(ies):

Name: National Westminster Bank USA (as Agent)

Internal Address: \_\_\_\_\_

Street Address: 1133 Avenue of the Americas

City New York State NY ZIP 10036

- 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  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Document previously recorded at Reel 1292, Frames 302-340 was erroneously recorded against PRIVATE LIFE, Reg. No. 831,850, due to the inadvertent inclusion of this registration on the schedule and recordation cover sheet (See Frames 312 and 333). Document re-recorded to correct error on stated Reel.

- Merger
- Change of Name

Execution Date: November 22, 1994

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark registration No.(s) 388,062

Additional numbers attached?  Yes  No

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

PENNIE & EDMONDS LLP  
1667 K Street, N.W.  
Washington, D.C. 20006

Attn.: David C. Lee

File No.: 9492-326-999

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Please charge to the deposit account listed in Section 8, in addition to any other fees which may be due.

8. Deposit account number: 16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

405

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.

David C. Lee

Name of Person Signing Reg. No.

David C. Lee

Signature

March 23, 2001

Date

Total number of pages comprising cover sheet: 40

04/11/2001 LHMUELLER 0000028A 161150 388062

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

DCI - 283545.1

TRADEMARK  
REEL: 002283 FRAME: 0678

# RECORDATION FORM COVER SHEET TRADEMARK ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
60  
Patent & Trademark  
Barclays Foundations, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional names of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: National Westminster Bank USA  
 (as Agent)  
 Internal Address: \_\_\_\_\_  
 Street Address: 1133 Avenue of the Americas  
 City: NY State: NY ZIP: 10036

Individual(s) citizenship \_\_\_\_\_  
 Association  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Assignment and Assumption

Execution Date: Nov 27 1994 Amendment

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 Designation must be a separate document from assignment  
 Additional names & addresses attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
 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: Laura Knrath  
 Internal Address: Winston & Strawn  
33rd Floor  
 Street Address: 35 W. Wacker  
 City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 51

7. Total fee (37 CFR 3.41) \$ 1,290

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
N/A

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.

Laura Knrath  
 Name of Person Signing

Signature: Laura Knrath  
 Date: 1/18/95

Total number of pages including cover sheet, attachments, and documents: 39

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002283 FRAME: 0679

# CONTINUATION OF # 4

## SCHEDULE OF TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Mark	Class	(1) Serial No. (2) Application No.	(1) Filing Date (2) Priority Date	End of Line of B.A. 15	Renewed	Prior Registrations
Angela (Stylized) U.S.	25	(2) 308,062	(2) 08/10/01		08/10/01	Bestform
Angela (Stylized) (Canada)	25	(2) 192,370	(2) 08/04/07		08/04/07	Bestform
Angela (Punto Rico)	25	(2) 19,572	(2) 10/29/73		Rev. Ed	Bestform
Bestform (U.S.) <sup>2</sup>	25	(2) 882,317	(2) 07/29/82		07/29/02	Bestform
Bestform (U.S.) <sup>2</sup>	25	(2) 880,280	(2) 08/19/71		08/19/01	Bestform
Bestform (Nizkor-Mainstay)	25	(2) 14,107	(2) 05/15/85		05/15/88	Bestform
Bestform (Argentina)	25	(1) 1,951,880 (replaces Reg. No. 1,104,947/9)	(1) 05/27/94			Bestform - Del.
Bestform + Des. (Austria)	25	(2) 128,670	(2) 12/16/80		12/31/80	Bestform
Bestform (Australia)	25	(2) 538,261	(2) 05/29/80		05/29/87	Bestform
Bestform (Bahamas) <sup>2</sup>	25	(2) 3,854	(2) 01/23/83		01/23/85	Bestform
Bestform (Barbados) <sup>2</sup>	25	(1)	(1) 08/19/82 (replaces Reg. 2,524)			Bestform
Bestform (Brazil)	25	(2) 301,632	(2) 03/13/71		03/12/01	Bestform
Bestform (Czechia)	25	(2) 074,571	(2) 11/19/71		11/16/88	Bestform
Bestform (Czechia)	25	(2) 4,500	(2) 02/03/83		02/03/85	Bestform
Bestform (Czechia)	25	(2) 28,488	(2) 05/20/76 <sup>2</sup>		05/20/80	Bestform
Bestform (Czechia)	25	(2) 190,023	(2) 11/09/73		Rev. Ed	Bestform

TRADEMARK

FILE 1292 RNE303

TRADEMARK

REEL 1292 FRAME 315

~~10/17/94~~  
**ASSIGNMENT AND ASSUMPTION AND AMENDMENT AGREEMENT  
 (TRADEMARK SECURITY AGREEMENT)**

This Assignment and Assumption and Amendment Agreement (Trademark Security Agreement) (this "Agreement") is dated as of November 23, 1994 and entered into by and among Bestform Foundations, Inc. (formerly Ithaca Acquisition, Inc., the "Borrower"), Heller Financial, Inc. ("Heller"), as agent (the "Prior Agent"), and National Westminster Bank USA ("Nat West"), as agent (the "Agent").

**W I T N E S S E T H :**

WHEREAS, the Borrower entered into that certain Credit Agreement dated as of November 17, 1992 (as heretofore amended, the "Prior Credit Agreement") with Heller, as agent and lender, Nat West, as co-agent and lender, and Fleet Credit Corporation, as lender (as assigned to Fleet Bank of Massachusetts, N.A. and together with Heller and Nat West, the "Prior Lenders");

WHEREAS, in connection with the execution and delivery of the Prior Credit Agreement, the Borrower and the Prior Agent, on behalf of the Prior Lenders, entered into that certain Trademark Security Agreement dated as of November 17, 1992 (the "Trademark Security Agreement");

WHEREAS, the Prior Lenders are assigning their loans under the Prior Credit Agreement to the Lenders (as hereinafter defined) pursuant to that certain Assignment and Assumption Agreement of even date herewith (the "Assignment Agreement") and the Borrower, the Agent and the financial institutions listed therein (the "Lenders") are entering into that certain Amended and Restated Credit Agreement of even date herewith (the "Credit Agreement");

WHEREAS, in connection with the consummation of the transactions contemplated by the Assignment Agreement and the Credit Agreement, (a) the Prior Agent, on behalf of the Prior Lenders, desires to assign the security interests and other rights created under the Trademark Security Agreement to the Agent and the Agent desires to assume such security interests and rights, and (b) the Borrower and the Agent desire to amend the Trademark Security Agreement as herein set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to such terms in the Trademark Security Agreement, as amended hereby.

TRADEMARK

REEL: 002283 FRAME: 0681

**2. Assignment and Assumption by the Agent and Release of the Prior Agent.** Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, (a) the Prior Agent, for and on behalf of the Prior Lenders, hereby transfers, assigns and delegates to the Agent without recourse and without representation or warranty of any kind or nature, and the Agent hereby assumes and undertakes, absolutely and unconditionally, from the Prior Agent, all of the Prior Agent's security interests, rights, benefits, obligations, liabilities, duties and indemnities arising under the Trademark Security Agreement, whether actual or contingent, including without limitation, all rights which may have accrued and not been exercised prior to the effectiveness of this Agreement, (b) the Agent shall be the "Agent" under the Trademark Security Agreement and all related documents and agreements and shall receive the benefits of and be bound by the terms of the Security Agreement and each such document and agreement as if the Agent were an original signatory party thereto, (c) as used in the Trademark Security Agreement and all related documents and agreements, each reference to "Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented or otherwise modified from time to time and (d) the Prior Agent and Prior Lenders shall be released from any and all duties, obligations and liabilities of any nature whatsoever in respect of the Trademark Security Agreement.

**3. Amendment to Trademark Security Agreement.** Schedule 1 of the Trademark Security Agreement is hereby amended by deleting such schedule in its entirety and replacing it with Schedule 1 hereto.

**4. Reference to and Effect on the Trademark Security Agreement.**

4.1 Upon the effectiveness of this Agreement, on or after the date hereof each reference in the Trademark Security Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import and each reference to the Trademark Security Agreement in each Loan Document shall mean and be a reference to the Trademark Security Agreement as amended hereby.

4.2 Except as specifically amended above, all of the terms, conditions and covenants of the Trademark Security Agreement shall remain unaltered and in full force and effect (other than with respect to the Prior Agent) and shall be binding upon the Borrower and the Agent in all respects and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of (a) any right, power or remedy of the Agent under the Trademark Security Agreement or any of the other Loan Documents, or (b) any Default or Event of Default under the Credit Agreement.

REEL 1292 FRAME 316