



06-21-2001

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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



Tab settings ⇌ ⇌ ⇌ ▼

101755689

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

1. Name of conveying party(ies):

Cinmar, L.P.  
5566 West Chester Road  
West Chester, OH 45069

6-15-01

- 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: May 30, 2001

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal

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

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship
- Association National Banking 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75269751

Additional number(s) attached  Yes  No

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

Name: John Siciliano, Esq.

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

Street Address: Bingham Dana LLP

150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

\_\_\_\_\_ \$30.00

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

DO NOT USE THIS SPACE

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.

John J. Siciliano  
Name of Person Signing

[Signature]  
Signature

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

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

Refund Ref: 06/20/2001 DBYRNE

000006612  
Total \$30.00  
CHECK REFUND

06/20/2001 DBYRNE

00000268 75269751

40.00 DR  
50.00 DP

01 FC:481  
02 FC:482

TRADEMARK  
REEL: 002317 FRAME: 0170

**SCHEDULE 1**

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
The Ultimate Grill (stylized words)	75-269,751	Pending
Your Homepage for the Home	76-069,292	Pending
Outfitting America's Finest Homes	N/A	Filing in process

# **NOTICE OF SECURITY INTEREST**

## **(IN U.S. TRADEMARKS)**

WHEREAS, CINMAR, L.P., a Delaware limited partnership (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Fleet National Bank (herein referred to as "Assignee"), as agent for itself and for the ratable benefit of the financial institutions party from time to time to the Third Amended and Restated Loan Agreement dated as of August 24, 1998 (as amended, the "Loan Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated July 27, 2000, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt

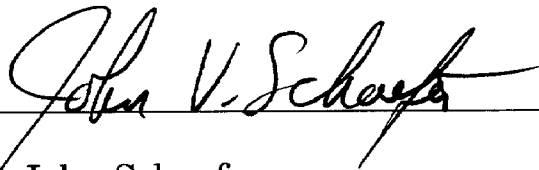
payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 100 Federal Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the 30th day of May, 2001.

**CINMAR, INC. its General Partner**

By:  \_\_\_\_\_

Name: John Schaefer  
Title: Vice President

STATE OF OHIO)

COUNTY OF BUTLER)

On this 30th day of May, 2001, before me appeared John Schaefer to me personally known, who, being by me duly sworn, did depose and say that he is the Vice President of CINMAR,INC., the General Partner of the limited partnership named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the limited partnership therein named; and that the foregoing instrument is the free and authorized act and deed of said corporation.

Notary Public *Diane M. Foley*  
My commission expires:  
(Seal)



DIANE M. FOLEY  
Notary Public, State of Ohio  
My Commission Expires Jan. 29, 2002