
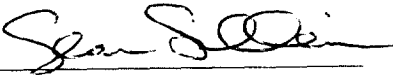


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇐ ⇐ ⇐ ▼ ▼		RECO TF		DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
101841420				
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): ERO Industries, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Delaware) <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Credit Suisse First Boston, as Agent</u> Internal Address: _____ Street Address: <u>11 Madison Avenue</u> City: <u>New York</u> State: <u>New York</u> Zip: <u>10010</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Bank</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>7/31/01</u>		4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attachment A B. Trademark Registration No.(s) See Attachment A Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Sean Sullivan, Esq.</u> Internal Address: <u>Wachtel, Lipton, Rosen & Katz</u> _____ Street Address: <u>51 West 52nd Street</u> _____ City: <u>New York</u> State: <u>New York</u> Zip: <u>10019</u>		6. Total number of applications and registrations involved: 29 7. Total fee (37 CFR 3.41)..... \$ <u>860</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
DO NOT USE THIS SPACE				
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>SEAN SULLIVAN</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>8/9/01</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> 13 </div>				

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ASSIGNMENTS DIV

09/13/2001 6TON11 00000235 912793

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

01 FC:481 40.00 OP
02 FC:482 700.00 OP
03 FC:484 120.00 OP

TRADEMARK
REEL: 002325 FRAME: 0701

ATTACHMENT A

Trademarks to be Recorded for **ERO Industries, Inc.**

U.S. Trademark Registrations:

Registration Number

912,793
1,337,916
1,350,695
1,350,698
1,366,678
1,429,233
1,480,839
1,634,015
1,696,176
1,752,563
1,981,785
2,014,197
2,028,017
2,037,670
2,039,296
2,049,678
2,074,537
2,128,400
2,130,986
2,141,468
2,143,683
2,143,488
2,145,416
2,161,860
2,182,750
2,184,797
2,190,135
2,214,951
2,437,555

EXHIBIT B
TO THE
CREDIT AGREEMENT

MASTER GUARANTEE AND COLLATERAL AGREEMENT

made by

HEDSTROM CORPORATION

and certain of its Subsidiaries

in favor of

CREDIT SUISSE FIRST BOSTON,
as Agent

Dated as of July 31, 2001

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**FORM OF
MASTER GUARANTEE AND COLLATERAL AGREEMENT**

This Master Guarantee and Collateral Agreement (this "Agreement"), dated July 31, 2001, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of CREDIT SUISSE FIRST BOSTON, as Agent (in such capacity, the "Agent") on behalf of the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among HEDSTROM CORPORATION (the "Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make the Term Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is the parent company of each Guarantor;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the Term Loans under the Credit Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Agent for the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make the Term Loans to the Borrower thereunder, each Grantor hereby agrees with the Agent, for the benefit of the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1. Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Agreement": this Master Guarantee and Collateral Agreement as the same may be amended, supplemented or otherwise modified from time to time.

07-10-2001

Tab settings →→→



6.21.01

To the Honorable Commissioner of Patents and Trademarks 101771810

attached original documents or copy thereof.

1. Name of conveying party(ies):

Walls Industries, Inc., Cleburne, Texas JUN 21 2001

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-Delaware
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Security Interest Assignment of Trademarks

Execution Date: June 15, 2001

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

Name: Wells Fargo Bank, National Association, as Agent

Internal Address:

Street Address: 1445 Ross Avenue, Suite 400, 4th Floor

City: Dallas State TX ZIP: 75202

- ☐ 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) 78/056295, 76/032741, 75/803276

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: S. Roxanne Edwards, Esq.

Internal Address:

Street Address: Winstead Sechrest & Minick P.C.

5400 Renaissance Tower, 1201 Elm Street

City: Dallas State TX ZIP: 75270-2199

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:

23-2426

(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.

S. Roxanne Edwards

Name of Person Signing

Signature

Date

6/21/01

Total number of pages comprising cover sheet:

1

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of June 15, 2001, by and between WALLS INDUSTRIES, INC., CLEBURNE, TEXAS, a Delaware corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent ("Agent").

RECITALS:

A. WHC Holding, L.L.C. (the "Borrower"), Walls Holding Company, Inc. ("Holdings"), Debtor, the subsidiaries of the Debtor from time to time guarantors thereto (collectively, the "Subsidiary Guarantors"), certain lenders or other financial institutions or entities parties thereto (the "Lenders") and the Agent are parties to that certain Credit Agreement dated as of March 20, 1997 (as the same has been or may be amended, restated or modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, Holdings, the Debtor, the Subsidiary Guarantors and the Agent have entered into that certain Security Agreement dated as of March 20, 1997 (as the same has been or may be amended, restated, supplemented or modified from time to time, the "Security Agreement") pursuant to which the Debtor has granted to the Agent for the benefit of the Agent and the Lenders a lien on and security interest in certain Trademark Collateral described therein, including all trademarks, service marks and trademark service mark registrations and applications, both foreign and domestic at any time owned by the Debtor, including without limitation, those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby, and excluding any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

C. It is a condition to the Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising Secured Obligations (as defined in the Security Agreement) owing by the Debtor, the Debtor hereby grants to the Agent a security interest in all of Debtor's right, title and interest in and to the Trademark Collateral, including all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. After Acquired Trademark Rights. If the Debtor shall obtain rights to any new Trademark Collateral, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Agent with respect to any such new Trademark Collateral or renewal or extension of any Trademark registration. The Debtor shall bear any expenses incurred in connection with future applications for Trademark registration.

3. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Debtor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the Agent. THE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. THE DEBTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE AGENT AND THE DEBTOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE AGENT AND THE DEBTOR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK, HAVING JURISDICTION UNLESS THE AGENT SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Debtor and the Agent have executed this Agreement by their duly authorized officers as of the date first above written.

DEBTOR:

WALLS INDUSTRIES, INC., CLEBURNE, TEXAS

By: Frank Iannelli
Name: FRANK IANNELLI
Title: PRESIDENT

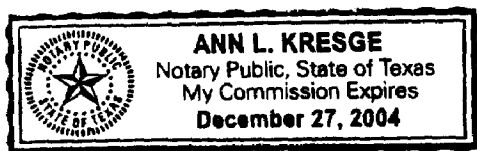
AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: Reginald M. Goldsmith, III
Name: Reginald M. Goldsmith, III, CFA
Title: Vice President

STATE OF TEXAS)
COUNTY OF DALLAS)

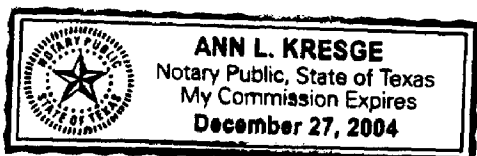
The foregoing instrument was acknowledged before me this 15th day of June, 2001, by FRANK ANNELL, the PRESIDENT of WALLS INDUSTRIES, INC., CLEBURNE, TEXAS, a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public
In and for the State of _____
My Commission Expires: _____

STATE OF TEXAS)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 15th day of June, 2001, by REGINALD M. GOLDSMITH, III, a VICE PRESIDENT of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent, a national banking association, on behalf of such national association.



[Signature]
Notary Public
In and for the State of _____
My Commission Expires: _____

EXHIBIT A
TRADEMARKS

Trademark Name	Filing Date	Registration or Application No.	Registration or Application Date
COMMANDER	April 21, 2001	78/056295	
BRAZOS RIVER BY WALLS	April 24, 2000	76/032741	
WHISPER-LITE	September 20, 1999	75/803276	

07-10-2001



IT

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

To the Honorable Commissioner of

101771473

shed original documents or copy thereof.

1. Name of conveying party(ies):

The Koll Company

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Nunc Pro Tunc Assignment

Execution Date: May 2, 2001

2. Name and address of receiving party(ies)

Name: The Koll Company, LLC

Internal

Address:

Street Address: 4343 Von Karman Avenue

City: Newport Beach State: CA Zip: 92660

- ☐ Individual(s) citizenship
☐ Association JUL - 2 2001
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

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) 1,731,599;
1,731,651; 1,764,901; 2,121,433;
2,127,032

Additional number(s) attached ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Gregory N. Owen, Esq.

Internal Address: Owen, Wickersham & Erickson, PC
19th Floor

Street Address: 455 Market Street

City: San Francisco State: CA Zip: 94105

6. Total number of applications and
registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Gregory N. Owen, Esq.

Name of Person Signing

Signature

6/27/01

Date

2

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

07/19/2001 DRYRHE 00000211 1731599

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02 FC:482

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REEL: 002325 FRAME: 0713