

07-12-2001



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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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/11/2001 DBYRNE 00000076 1761388

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40.00 OP

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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: 002327 FRAME: 0033

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1761388"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Cynthia L. Stewart

July 3, 2001

Name of Person Signing

Signature

Date Signed

FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARK

29 This is the First Amendment to Collateral Assignment of Trademark dated as of June 29, 2001, (this "Amendment") between PAN-OSTON LTD., an Ontario corporation (the "Assignor") and BANK ONE, KENTUCKY, NATIONAL ASSOCIATION (the "Lender").

Recitals

A. The Lender and the Assignor along with Pan-Oston Co., a Delaware corporation, and Retail Logic, Inc., a Delaware corporation (collectively, the Assignor, Pan-Oston Co. and Retail Logic, Inc. are referred to herein as the "Borrowers"), and joined in by Mark E. Weiss (the "Guarantor"), entered into a certain Loan Agreement and a certain Security Agreement, both dated as of December 29, 2000 whereby Lender has made certain loans to the Assignor and the other Borrowers.

B. The Assignor is the owner of the trademark with the U.S. Registration No. 1,761,388, named "PAN-OSTON" and registered on March 30, 1993 (the "Mark").

C. Pursuant to that Loan Agreement and that Security Agreement, the Lender and the Assignor entered into a certain Collateral Assignment of Trademark on December 29, 2000 (the "Assignment") for the Mark which was recorded with the U.S. Patent and Trademark Office on January 4, 2001 at Reel 002216 and Frame Number 0001.

D. The Lender and the Assignor now desire to amend the Assignment through this Amendment to reflect certain modifications and amendments to the Loan Agreement and Security Agreement as provided in a certain Modification Agreement dated June 27, 2001, between Lender and Assignor and the other Borrowers, and joined in by the Guarantor and the CD Owner.

THEREFORE, the Lender and Assignor amend the Assignment as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

2. Recital A of the Assignment is amended by inserting the phrase "as amended by the Modification Agreement" after "December 29, 2000" and before "(the 'Loan Agreement')" and the parenthetical "(the 'Loan Agreement')" is amended to "(as so amended, collectively, the 'Loan Agreement')" so that the amended and restated Recital A reads in its entirety:

A. Assignor, along with Retail Logic, Inc. and Pan-Oston Co. (collectively the "Borrowers"), Mark E. Weiss and Lender have entered into a Loan Agreement, dated as of December 29, 2000, as amended by the Modification

Agreement (as so amended, collectively, the "Loan Agreement"), whereby Lender has made certain loans to Assignor.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment or the terms hereof to produce or account for more than one of such counterparts.

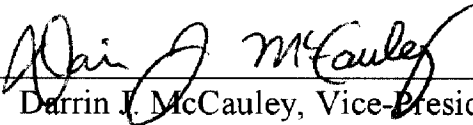
4. Except as modified herein, all other terms of the Assignment shall remain in full force and effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Lender cause this First Amendment to the Collateral Assignment of Trademark to be executed by their duly authorized officers as of the date first written above but actually on the dates shown below.

Lender:

BANK ONE, KENTUCKY, NA,
A national banking association

By 
Darrin J. McCauley, Vice-President

Date: 6/27/01

Assignor:

PAN-OSTON LTD.,
an Ontario corporation

By _____
Mark E. Weiss, President and
Chief Executive Officer

Date: _____

IN WITNESS WHEREOF, the Assignor and the Lender cause this First Amendment to the Collateral Assignment of Trademark to be executed by their duly authorized officers as of the date first written above but actually on the dates shown below.

Lender:

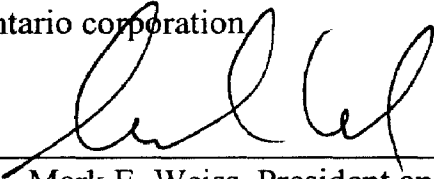
BANK ONE, KENTUCKY, NA,
A national banking association

By _____
Darrin J. McCauley, Vice-President

Date: _____

Assignor:

PAN-OSTON LTD.,
an Ontario corporation

By  _____
Mark E. Weiss, President and
Chief Executive Officer

Date: 6/27/01

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Agreement was acknowledged before me on June 27, 2001 by Darrin J. McCauley as Vice-President of Bank One, Kentucky, NA on behalf of the association.

My Commission Expires: May 17, 2005

[Signature]
Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Agreement was acknowledged before me on June ____, 2001 by Mark E. Weiss as President and Chief Executive Officer of Pan-Oston Ltd., an Ontario corporation, on behalf of the corporation.

My Commission Expires: _____

Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Agreement was acknowledged before me on June ____, 2001 by Darrin J. McCauley as Vice-President of Bank One, Kentucky, NA on behalf of the association.

My Commission Expires: _____

Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Agreement was acknowledged before me on June 27, 2001 by Mark E. Weiss as President and Chief Executive Officer of Pan-Oston Ltd., an Ontario corporation, on behalf of the corporation.

My Commission Expires: May 11, 2003

Linda M. Osborn
Notary Public