

07-16-2001

HEET



101780426

1 original documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents

1. Name of conveying party(ies): Hidden Hitch Acquisition Company

7-9-01

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

Other, Additional name(s) of conveying party(ies) attached?

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: June 29, 2001

2. Name and address of receiving

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe

City: Chicago State: IL Zip: 60661

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

If assignee is not domiciled in the United States, a designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?

4. Application number(s) or trademark

A. Trademark Application No.(s) 75/898,894

B. Trademark Registration 1,734,183

Additional numbers attached? NO

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

Name: Rebecca L. Foley

Internal Address: 16th Floor

Refund Ref: 07/16/2001 6TOM11 0000107148

CHECK Refund Total: \$15.00

Street Address: Katten Muchin Zavis

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

2

7. Total fee (37 CFR) \$ 65.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

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

DO NOT USE THIS SPACE

07/16/2001 6TOM11 00000042 75898894

01 FCI 481 40.00 DP 02 FCI 482 25.00 DP

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 of the original document.

Rebecca L. Foley Name of Person

Signature: Rebecca L. Foley

7/05/01

Date

8

Total number of pages including cover sheet, attachments, and

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

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 29th day of June, 2001 by HIDDEN HITCH ACQUISITION COMPANY, a Delaware corporation ("Grantor") in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### RECITALS:

A. The HammerBlow Corporation, a Wisconsin corporation and the beneficial owner of all of the issued and outstanding capital stock of Grantor ("HammerBlow"), Hidden Hitch of Canada Inc., an Ontario corporation ("Canco" and together with HammerBlow, the "Borrowers"), Agent and Lenders are parties to an Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended and in effect from time to time, the "Credit Agreement"), pursuant to which Lenders have agreed to make loans and other financial accommodations available to Borrowers.

B. Pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same has been and hereafter may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

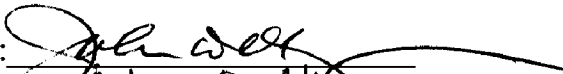
7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the

Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

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[Signature Page Follows]*

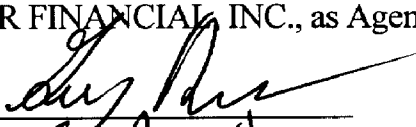
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HIDDEN HITCH ACQUISITION COMPANY,  
a Delaware corporation

By:   
Name: John D. Ollinger  
Title: President

Agreed and Accepted  
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

By:   
Name: Grey Reynolds  
Title: Asst. Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 002328 FRAME: 0700**

STATE OF ILLINOIS                    )  
  ) ss.:  
COUNTY OF COOK                    )

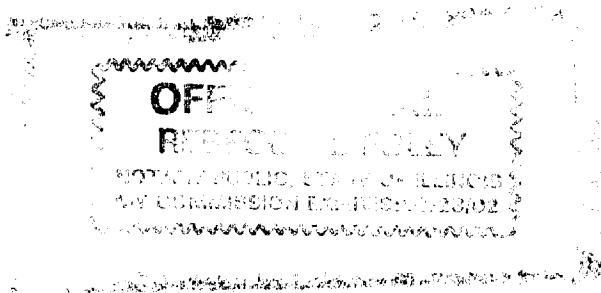
On this 29<sup>th</sup> day of June, 2001 before me personally appeared John D. Olinger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hidden Hitch Acquisition Company, who being by me duly sworn, did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Rebecca L. Foley  
Notary Public

STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF COOK )

On this 29<sup>th</sup> day of June, 2001 before me personally appeared Greg Reynolds, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Heller Financial, Inc. who, being by me duly sworn, did depose and say that he is an authorized officer of said bank, that the said instrument was signed on behalf of said bank as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said bank.

Rebecca L. Foley  
Notary Public



Trademark Security Agreement

**TRADEMARK**  
**REEL: 002328 FRAME: 0702**

SCHEDULE A

UNITED STATES

MARK

REG./APPL. NO.

DATE

TRADEMARK REGISTRATIONS

HIDDEN HITCH 1,734,183 November 17, 1992

TRADEMARK APPLICATIONS

HIDDEN HITCH & DESIGN App. 75/898,894 January 6, 2000

CANADA

MARK

REG./APPL. NO.

DATE

TRADEMARK REGISTRATIONS

HITCH IN PYRAMID 317,445 August 15, 1986  
(Design only)

HIDDEN HITCH 390,183 November 15, 1991

TRADEMARK APPLICATIONS

HIDDEN HITCH & DESIGN App. 1059987 March 23, 2000