

08-27-2001

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101823625  
R SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents (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

☐ Merger

☐ Change of Name

☐ Other

Effective Date

Month Day Year

02 15 2001

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Effective

Month Day Year

02 15 2001

Name Answer Products, Inc.

Formerly

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

California

**Receiving Party**

☐ Mark if additional names of conveying parties attached

Name Bank of America, N.A. as Agent

DBA/KA/TA

Composed of

Address (line 1) 231 South LaSalle Street

Address (line 2)

Address (line 3) Chicago

City

Illinois / USA

State/Country

60697

Zip Code

☐ Individual

☐ General Partnership

☐ Limited Partnership

☐ Corporation

☐ Association

☒ Other

a National Banking Organization

☐ Citizenship/State of Incorporation/Organization

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).

08/27/2001 DBYRNE 00000030 75235159

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
825.00 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

**Domestic Representatives 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**

☒ 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" value="75/235,159"/>	<input type="text" value="75/586,111"/>	<input type="text" value="74/555,455"/>	<input type="text" value="1349539"/>	<input type="text" value="1868002"/>	<input type="text" value="1832122"/>
<input type="text" value="76/664,035"/>	<input type="text" value="75/728,809"/>	<input type="text" value="75/627,010"/>	<input type="text" value="1768572"/>	<input type="text" value="2390410"/>	<input type="text" value="2103516"/>
<input type="text" value="75/241,393"/>	<input type="text" value="75/636,457"/>	<input type="text" value="75/769,776"/>	<input type="text" value="1764635"/>	<input type="text" value="2321020"/>	<input type="text" value="2034375"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method

Enclosed ☒

Deposit Account ☐

Deposit

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional

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.

Douglas M. Eveleigh

Name of Person Signing

Signature

August 20, 2001

Date Signed

# Continuation of Trademark Numbers

2327368	75/744036
1740563	75/744034
2277577	75/803531
1740944	76/020203
2186054	76/033971
2177547	76/096631
2181639	
2269754	
2243334	
1226586	

8900556.1 92019892

AGREEMENT  
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of, February 15, 2001, between ANSWER PRODUCTS, INC. (the "Grantor"), certain other grantors named therein and BANK OF AMERICA, N.A., as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lenders (as defined below);

W I T N E S S E T H :

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of February 15, 2001 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Company and certain subsidiaries of the Company, including the Grantor (collectively, the "Borrowers"), the various commercial lending institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto and the Agent, the Lenders have extended Commitments to make Loans to the Borrowers; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Loans made from time to time to the Borrowers by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the [Obligations], the Grantor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the collateralization of all Letters of Credit in a manner satisfactory to the Agent, the payment in full of all Obligations (other than indemnification Obligations as to which no claim has been asserted) and the termination of all Commitments, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ANSWER PRODUCTS, INC.

By: Michael R. Hinton  
Title: TREASURER

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

Attention: \_\_\_\_\_

Telex: \_\_\_\_\_

Telecopier: \_\_\_\_\_

BANK OF AMERICA, N.A., as Agent

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

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

Attention: \_\_\_\_\_

Telex: \_\_\_\_\_

Telecopier: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ANSWER PRODUCTS, INC.

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

Title: \_\_\_\_\_

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

Attention: \_\_\_\_\_

Telex: \_\_\_\_\_

Telecopier: \_\_\_\_\_

BANK OF AMERICA, N.A., as Agent

By: *Meril EC*

Title: Assistant Vice President

Address: 231 S. LaSalle St., 16<sup>th</sup> floor  
Chicago, IL 60697

Attention: Account Executive for LDI, Ltd.

Telex: \_\_\_\_\_

Telecopier: 312-974-8760





## Attachment 1 to Agreement (Trademark)

Answer Products, Inc.

Trademark or Application No.	Trademark Name	Country	Licensee
Mark #75235,159	Accu-Trax	US	
App. # 75586111	Alumilite	US	
Mark # 668412	Answer "A" Logo	Australia	
Mark #A374108	Answer Products & device	Australia	
Mark #A374108	Answer Products & device	Australia	
Mark #668413	Answer	Australia	
Reg. #1641894	Answer	France	
Reg. #395 04 048	Answer	Germany	
Reg. #	Answer Manitou	Guatemala	
Reg. #723572	Answer	Italy	
App. #22843C89	Answer	Italy	
	Answer	Canada	
App. #72302	Answer	Japan	
Reg. #43110007	Answer	Japan	
App. #72304	Answer	Japan	
App. #309258	Answer	Sweden	
App. #1998995	Manitou-Answer	Paraguay	
Reg. #1641402	Answer	Spain	
Reg. #797769	Answer	Taiwan	
Mark #1,349,539	Answer	US	
Mark #1,868,002	Answer	US	
App. #97279	Answer	UK	
	Answer	European Community	
Mark #000927202	Bazooka	UK	
Mark #74555455	Fang Tire	US	
App. # 75,664,035	Goobricant	US	
Mark #1,832,122	Hyper Ends	US	
Mark #1,768,572	Hyperlite	US	
Mark #2,390,410	Lok Out	US	
Mark #2,103,516	Mach 5	US	
Reg. #1764635	Manitou	US	
Reg. #A576,481	Manitou	Australia	
Reg. #1,515,097	Manitou	British	
Reg. #	Manitou	Japan	
Seial # 75,728,809	Mars & logo	US	
App #75627010	MRD	US	
Mark #2,321,020	Microtube	US	
Mark #2,034,375	Posi-Link	US	
Mark #2,327,368	Prep M	US	
Mark #1,740,563	Pro Taper & design	US	
Mark #2277577	Pro Taper (Stylized)	US	
Mark #1,740,944	Pro Taper & design	US	
App. # 75241,393	Spyder (Stylized)	US	
Mark # 2,186,054	Stroker	US	
Mark #2,177,547	Technoid	US	
Mark #2,181,639	Twin Piston Chamber	US	
Mark #2,269,754	TPC & Design	US	

App. # 75,636,457	UniDisc	US	
Mark #2,243,334	Xvert	US	
App. #1,226,586	Magnum	US	
App. #75769776	Masher	US	
App. #75/744,036	Dueller	US	
App. #75744034	Grudge	US	
App. #75803531	Impact	US	
App. #76/020,203	Orbit	US	
App. #76/033971	Dorado	US	
	Black	US	
	Daytona	US	
Serial #76/096,631	Talvera	US	
Laubscher Case #19172	Spoiler	US	