

TRADEMARKS ONLY

TRADEMARKS ONLY

08-31-2001



and Trademarks  
t or copy thereof.

1. Name of Party(ies) conveying an interest:

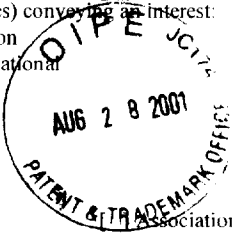
) receiving an interest:

Rico Corporation  
dba Rico International

101829131

California, N.A.

Address: 445 South Figuero Street,  
Los Angeles, California 90071



82801

Entity:

Entity:

- Individual(s)
- General Partnership  Limited Partnership
- Corporation - California
- Other -

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

3. Interest Conveyed:

Citizenship

- Assignment  Change of Name
- Security Agreement  Merger
- Other

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

Execution Date - June 28, 2001

4. Application number(s) or registration number(s). Additional sheet attached?  Yes  No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/637,945  
75/606,604  
76/094,250

1,566,615	1,219,919	1,277,984	1,185,684
838,806	1,652,333	1,570,851	2,352,995
1,646,794	1,592,581	1,571,796	1,622,415
1,603,657	860,092	712,864	2,227,049
			1,589,537

08/30/2001 TDIAZ1 00000093 75637945

01 FC:481 40.00  
02 FC:482 475.00

mail documents back to:  
Paul W. Kruse  
Pillsbury Winthrop LLP  
1600 Tysons Boulevard  
McLean, Virginia 22102

6. Number of applications and registrations involved 20

7. Amount of fee enclosed: \$515.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 05550 / 0000115

C# M#

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.

Signature

Total number of pages including cover  
sheet, attachments and document.  
(excluding duplicate cover sheet)

16

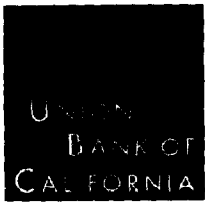
Attorney: Paul W. Kruse

Date: August 28, 2001

Atty/Sec: PWK:teh

Tel: (703) 905-2120

Fax: (703) 905-2500



This Security Agreement ("Agreement") is executed at Sun Valley, California on June 28, 2001 by Rico Corporation dba Rico International, a California corporation, of 8484 San Fernando Road, Sun Valley, California 91352 (herein called "Debtor").

As security for the payment and performance of all of Debtor's obligations to UNION BANK OF CALIFORNIA, N.A., (herein called "Bank"), irrespective of the manner in which or the time at which such obligations arose or shall arise, and whether direct or indirect, alone or with others, absolute or contingent, Debtor does hereby grant a continuing security interest in, and assign and transfer to Bank, the personal property, whether now or hereafter owned or in existence and all proceeds thereof (herein called "Collateral"), which may be delivered or in the possession or control of Bank or its agents, described as:

(a) All present and future accounts, accounts receivable, agreements, guarantees, contracts, leases, licenses, contract rights and rights to payment (collectively, the "Accounts"), together with all instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes and drafts, all other supporting obligations, and all forms of obligations owing to the Debtor or in which the Debtor may have any interest, however created or arising;

(b) All present and future general intangibles, agreements, guarantees, contracts, contract rights, letter-of-credit rights, instruments, documents, leases, licenses and rights to payment; and all other forms of obligations owing to the Debtor or in which the Debtor may have any interest, however created or arising; all tax refunds of every kind and nature to which the Debtor now or hereafter may become entitled, however arising, all other refunds, all commitments to extend financing to the Debtor, and all deposits, goodwill, choses in action, trade secrets, computer programs, software, customer lists, trademarks, trade names, patents, licenses, copyrights, technology, processes, proprietary information, insurance proceeds and warranties including, the Copyrights, the Patents, the Marks and the goodwill of the Debtor's business connected with and symbolized by the Marks, including those listed on Schedule A;

(c) All present and future demand, time, savings, passbook, deposit and like accounts (general or special) (collectively, the "Deposit Accounts") in which the Debtor has any interest which is maintained with any bank, savings and loan association, credit union or like organization, including, each account listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and all money, cash and cash

equivalents of the Debtor, whether or not deposited in any Deposit Account;

(d) All present and future books and records, including, books of account and ledgers of every kind and nature, all electronically recorded data relating to the Debtor or the business thereof, all receptacles and containers for such records, and all files and correspondence, including those located at the addresses listed on Schedule C;

(e) All present and future goods, including, (i) musical instruments, and (ii) all furniture, fixtures, furnishings, machinery, automobiles, trucks, other vehicles, spare parts, supplies, equipment, tooling, molds, patterns, dies and other tangible property owned by the Debtor and used, held for use or useful in connection with its business, wherever located, and all other goods used in connection with or in the conduct of the Debtor's business or otherwise owned by the Debtor (collectively, the "Equipment"), including Equipment located at the addresses listed on Schedule D;

(f) All present and future inventory and merchandise, including, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing (collectively, the "Inventory"), including Inventory located at the addresses listed on Schedule D;

(g) All present and future stocks, bonds, debentures, certificated and uncertificated securities, security entitlements, subscription rights, options, warrants, puts, calls, certificates, securities accounts, commodity contracts, commodity accounts, partnership interests, limited liability company interests, joint venture interests and investment and/or brokerage accounts ("Investment Property"), including Investment Property listed in Schedule B, and all other investment property, and all rights, preferences, privileges, dividends, distributions (in cash or in kind), redemption payments or liquidation payments with respect thereto;

(h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(i) All other tangible and intangible personal property of the Debtor;

(j) All rights, remedies, powers and/or privileges of the Debtor with respect to any of the foregoing; and

(k) Any and all proceeds and products of the foregoing, including, all money, accounts, general intangibles, deposit accounts, documents, instruments, letter-of-credit rights, investment property, chattel paper, goods, insurance proceeds and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

The grant of a security interest in proceeds does not imply the right of Debtor to sell or dispose of any Collateral outside the ordinary course of business without the express consent in writing by Bank.

## AGREEMENT

1. The term "credit" or "indebtedness" is used throughout this Agreement in its broadest and most comprehensive sense. Collateral shall be security for all nonconsumer indebtedness of Debtor to Bank in accordance with the terms and conditions herein. Terms used herein without definition have the meanings ascribed to them in the Uniform Commercial Code, in effect from time to time in the State of California.

2. Debtor will: (a) pay when due all indebtedness to Bank, (b) execute such Financing Statements and other documents and do such other acts and things as Bank may from time to time require to establish and maintain a valid perfected security interest in Collateral, including payment of all costs and fees in connection with any of the foregoing when deemed necessary by Bank; (c) furnish Bank such information concerning Debtor and Collateral as Bank may from time to time request, including but not limited to current financial statements; (d) keep Collateral separate and identifiable and at the locations described herein and permit Bank and its representatives to inspect Collateral and/or records pertaining thereto from time to time during normal business hours; (e) not sell, assign or create or permit to exist any lien on or security interest in Collateral in favor of anyone other than Bank (and Fleet National Bank and Barclays Bank PLC, including their respective successors and assigns, pursuant to their respective security agreements dated as of the date hereof) unless Bank consents thereto in writing and at Debtor's expense upon Bank's request remove any unauthorized lien or security interest and defend any claim affecting the Collateral; (f) pay all charges against Collateral prior to delinquency including but not limited to taxes, assessments, encumbrances, insurance and diverse claims, and upon Debtor's failure to do so Bank may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor hereunder; (g) protect, defend and maintain the Collateral and the perfected security interest of Bank and initiate, commence and maintain any action or proceeding to protect the Collateral; (h) reimburse Bank for any expenses including but not limited to reasonable attorneys' fees and expenses (including the allocated costs of Bank's in-house counsel and legal staff) incurred by Bank in seeking to protect, collect or enforce any rights in Collateral; (i) when required, provide insurance in form and amounts and with companies acceptable to Bank and when required assign the policies or the rights thereunder to Bank; (j) maintain Collateral in good condition and not use Collateral for any unlawful purpose; (k) perform all of the obligations of the Debtor under the Collateral and save Bank harmless from the consequence of any failure to do so; and (l) at its own expense, upon request of Bank upon the occurrence of an Event of Default as defined in the Loan Modification Agreement (as defined below), notify any

parties obligated to Debtor on any Collateral to make payment to Bank and Debtor hereby irrevocably grants Bank power of attorney to make said notifications and collections. Debtor hereby appoints Bank the true and lawful attorney of Debtor and authorizes Bank to perform any and all acts which Bank in good faith deems necessary for the protection and preservation of Collateral or its value or Bank's perfected security interest therein, including transferring any Collateral into its own name and receiving the income thereon as additional security hereunder. Bank does not assume any of the obligations arising under the Collateral.

3. Debtor warrants that: (a) it is and will be the lawful owner of all Collateral free of all claims, liens, encumbrances and setoffs whatsoever, other than the security interest granted pursuant hereto and the security interests granted to Fleet National Bank and Barclays Bank PLC; (b) it has the capacity to grant a security interest in Collateral to Bank; (c) all information furnished by Debtor to Bank herein or hereafter, whether oral or written, is and will be correct and true as of the date given; and (d) the execution, delivery and performance hereof are within its powers and have been duly authorized.

4. The term Event of Default shall have the meaning set forth in the Business Loan Agreement dated as of November 3, 1999 between Debtor and Bank ("Loan Agreement")(as amended), that certain Promissory Note (Base Rate) dated as of October 1, 2000 executed by Debtor ("Note"), and that certain Loan Modification Agreement dated as of the date hereof between Debtor and Bank ("Loan Modification Agreement").

5. Whenever an Event of Default occurs, and the remedies in Section XI of the Loan Modification Agreement have either occurred automatically under subsection XI.A or have been exercised by Bank under subsection XI.B., Bank, at its option, may: (a) without notice accelerate the maturity of any part or all of the indebtedness and terminate any agreement for the granting of further credit to Debtor; (b) sell, lease or otherwise dispose of Collateral at public or private sale; unless Collateral is perishable and threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank will give Debtor at least five (5) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (c) transfer any Collateral into its own name or that of its nominee; (d) retain Collateral in satisfaction of obligations secured hereby, with notice of such retention sent to Debtor as required by law; (e) notify any parties obligated on any Collateral consisting of accounts, instruments, chattel paper, choses in action or the like to make payment to Bank and enforce collection of any Collateral; (f) file any action or proceeding which Bank may deem necessary or appropriate to protect and preserve the right, title and interest of the Bank in the Collateral; (g) require Debtor to assemble and deliver any Collateral to Bank at a reasonably convenient place designated by Bank; (h) apply all sums received or collected from or on account of Collateral, including the proceeds of any sales thereof, to the payment of the costs and expenses incurred in preserving and enforcing rights of Bank, including but not limited to reasonable attorneys' fees (including the allocated costs of Bank's in-house counsel and legal staff), and indebtedness secured hereby in such order and manner as Bank in its sole discretion determines; Bank shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Bank and has furnished proof to Bank as requested in the manner provided by law; in like manner, Debtor agrees to pay to Bank without demand any deficiency after any Collateral

has been disposed of and proceeds applied as aforesaid; and (i) exercise its banker's lien or right of setoff in the same manner as though the credit were unsecured. Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code of California in any jurisdiction where enforcement is sought, whether in said state or elsewhere. All rights, powers and remedies of Bank hereunder shall be cumulative and not alternative. No delay on the part of Bank in the exercise of any right or remedy shall constitute a waiver thereof and no exercise by Bank of any right or remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy.

6. Debtor waives: (a) all right to require Bank to proceed against any other person including any other Debtor hereunder or to apply any Collateral Bank may hold at any time or to pursue any other remedy; Collateral, endorsers or guarantors may be released, substituted or added without affecting the liability of Debtor hereunder; (b) the defense of the Statute of Limitations in any action upon any obligations of Debtor secured hereby; (c) any right of subrogation and any right to participate in Collateral until all obligations secured hereby have been paid in full.

7. The right of Bank to have recourse against Collateral shall not be affected in any way by the fact that the credit is secured by a mortgage, deed of trust or other lien upon real property.

8. The security interest granted herein is irrevocable and shall remain in full force and effect until there is payment in full of the indebtedness or the security interest is released in writing by Bank.

9. Debtor shall be obligated to request the release, reassignment or return of Collateral after the payment in full of all existing obligations. Bank shall be under no duty or obligation to release, reassign or return any Collateral except upon the express written request of Debtor and then only where all of Debtor's obligations hereunder have been paid in full.

10. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require.

11. This Agreement shall inure to the benefit of and bind Bank, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Bank of any part of the obligations secured hereby, Bank shall be fully discharged from all liability with respect to Collateral transferred therewith.

12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

13. Debtor's Alternative Dispute Resolution Agreement (Judicial Reference and Waiver of Jury Trial) dated as of January 2, 1998, is hereby incorporated by reference.

14. Debtor agrees to indemnify, defend, and save and hold harmless Bank and its affiliates (each and "Indemnified Party") from and against, and shall pay on demand, any and all claims, damages,

losses, liabilities and expenses (including without limitation reasonable fees and expenses of counsel and allocated costs of internal counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or resulting from this Agreement (including without limitation enforcement of this Agreement), except to the extent that such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Party's gross negligence or willful misconduct.

15. Further Assurances.

(a) Debtor agrees that from time to time, at Debtor's expense, it will promptly execute and deliver all further instruments and documents, and take all further actions, that Bank may reasonably request to perfect and protect any pledge, assignment or security interest granted or purported to be granted by Debtor hereunder, or to enable Bank to exercise and enforce its rights and remedies hereunder with respect to any Collateral of Debtor. Without limiting the generality of the foregoing, Debtor will promptly, with respect to the Collateral, (i) mark conspicuously each chattel paper with a legend in form and substance reasonably satisfactory to Bank, indicating that such chattel paper is subject to the security interest granted hereby; (ii) if any such Collateral shall be evidenced by a promissory note or other instrument or chattel paper, deliver and pledge to Bank such note or instrument or chattel paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Bank; (iii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Bank may request, to perfect and preserve the security interest granted or purported to be granted by Debtor hereunder; (iv) deliver and pledge to Bank certificates representing Collateral that constitutes certificated securities, accompanied by undated stock or bond powers executed in blank; and (v) deliver to Bank evidence that all other action that Bank may deem reasonably necessary or desirable to perfect and protect the security interest created by Debtor under this Agreement has been taken.

(b) Debtor hereby authorizes Bank to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral of Debtor without the signature of Debtor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Debtor will furnish to Bank from time to time statements and schedules further identifying and describing the Debtor's Collateral and such other reports in connection with such Collateral as Bank may reasonably request, all in reasonable detail.

(d) Upon reasonable request of Bank, Debtor shall promptly, and in any event no later than August 10, 2001, (i) execute and deliver, and cause each of the financial institutions listed on Schedule B hereto, Barclays Bank PLC, and Fleet National Bank to execute and deliver account control agreements sufficient to perfect the Liens granted on Debtor's deposit accounts and securities; and (ii) execute and deliver such agreements and instruments suitable for filing in the United States Patent and Trademark Office and the United States Copyright

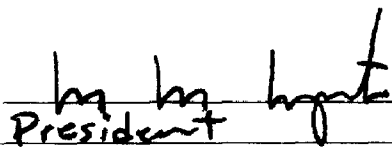
Office as may be necessary or requested by Bank to perfect Bank's Lien on Debtor's copyrights, patents and marks. Debtor shall promptly, and in any event no later than 10 days after the execution of this Agreement, execute and deliver such Uniform Commercial Code financing statements as may be requested by Bank to perfect Bank's lien on the Collateral.

(e) Debtor will promptly, but in any event prior to August 10, 2001, take such action as Bank may request to (i) grant to Bank, a first-priority security interest, perfected as acceptable to Bank, in the life insurance policies (including all cash surrender value) referred to in clause IV.N of the Loan Modification Agreement; (ii) cause Pacific Mutual Life Insurance Company to name Bank as a first-priority additional insured and/or loss payee under the policies listed in Section IV.N of the Loan Modification Agreement, and (iii) provide Bank with a certificate from the insurers referred to above, reasonably satisfactory to Bank, naming Bank as additional insured and/or loss payee under such policies. Such action may include, without limitation, causing the execution of all documents, including a collateral assignment, by the insurance company and Debtor with respect to such policies as are necessary to perfect Bank's security interest in such policies.

(f) Debtor will, upon demand, pay to Bank the amount of any and all reasonable expenses, including without limitation the reasonable fees and expenses of its counsel (including allocated costs of internal counsel) and of any experts and agents that Bank may incur in connection with (i) the administration of this Agreement; (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral of Debtor; (iii) the exercise or enforcement of any of the rights of Bank hereunder; or (iv) the failure by Debtor to perform or observe any of the provisions hereof.

The laws of the State of California shall govern this Agreement and the rights and obligations of Debtor and Bank under this Agreement, without regard to principles of conflicts of law.

**Debtor:**  
**RICO CORPORATION dba RICO INTERNATIONAL,**  
a California corporation,

By:   
Its: President



**SCHEDULE A**

**COPYRIGHTS, PATENTS AND MARKS**

<b>TRADEMARKS</b>								
<b>Mark</b>	<b>Country</b>	<b>Class</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Description</b>	<b>Owner</b>	<b>Renewal Date</b>	<b>Status</b>
Cork Grease	USA	15	1566615	11/14/89	Lub. Grease	Rico Corp	11/14/09	Registered
Diamond Cut	USA	15	838806	11/14/67	Reeds	RJM	11/14/07	Renewed
Dispensapak	USA	15	1256054	11/1/83	Dispensers	Rico Prod.	11/1/89	Cancelled
Frederick L. Henke	USA	15	1646794	6/4/91	Reeds	Rico Corp	6/4/01	Registered
Graftonite	Benelux	15	460374	3/20/89	Mouthpiece	Rico Prod.	3/20/09	Allow to lapse
Graftonite	Canada	15	TMA394611	2/28/07	Mouthpiece	Rico Prod.	2/28/07	Allow to lapse
Graftonite	China	15	468,745	12/1/89	Mouthpiece	Rico Prod.		Allow to lapse
Graftonite	Spain	15	1311962	8/3/90	Mouthpiece	Rico Prod.	8/30/10	Allow to lapse
Graftonite	France	15	1521356	3/29/89	Mouthpiece	Rico Prod.	3/29/99	Allow to lapse
Graftonite	Germany	15	1 148 219	3/18/89	Mouthpiece	Rico Prod.	3/18/99	Allow to lapse
Graftonite	U.K.	15	1378942	3/28/89	Mouthpiece	Rico Prod.	3/28/06	Allow to lapse
Graftonite	USA	15	1,550,087	8/1/89	Mouthpiece	Rico Corp	8/1/09	Allow to lapse
Graftonite	Italy	15	555,172	11/28/91	Mouthpiece	Rico Prod.	3/28/99	Allow to lapse
Graftonite	Japan	24	2,410,054	5/29/92	Mouthpiece	Rico Prod.	5/29/02	Allow to lapse
Graftonite	South Korea	15	189176	3/6/90	Mouthpiece	Rico Prod.	3/6/00	Allow to lapse
Graftonite	Taiwan	15	468745	12/1/89	Mouthpiece	Rico Prod.	11/30/99	Allow to lapse
Gran Concert	Italy	15	750727	5/14/98	Reeds	Rico Prod.	2/14/06	Allow to lapse
Grand Concert	Italy	15	747127	2/14/96	Reeds	Rico Prod.	2/14/06	Allow to lapse
Grand Concert	France	15	95/974046	6/1/95	Reeds	Rico Prod.	6/1/05	Allow to lapse
Grand Concert	U.K.	15	2017787	4/18/95	Reeds	Rico Corp	4/18/05	Allow to lapse
Grand Concert	Germany	15	39517251	4/21/95	Reeds	Rico Prod.	4/21/05	Allow to lapse
Grand Concert	USA	15	1946995	1/9/96	Reeds	Rico Corp	1/9/06	Allow to lapse
Grand Concert Select	Australia	15	783071	1/14/99	Reeds, Access.	Rico Corp	1/14/09	Registered
Grand Concert Select	Canada	15	1003362	9/12/00	Reeds, Access.	Rico Corp	9/10/10	Pending
Grand Concert Select	China	15	9900157801	12/27/99	Reeds, Access.	Rico Corp	12/27/09	Registered
Grand Concert Select	Europe	15	1039775	1/12/99	Reeds, Access.	Rico Corp	1/12/09	Registered
Grand Concert Select	USA	15			Reeds, Access.	Rico Corp		Pending
Grand Concert Select Evolution	Europe	15	1039775	1/12/99		Rico Corp		Pending
Grand Concert Select Evolution	Japan	15				Rico Corp		Pending
Grand Concert Select Evolution	USA	15	75/637945			Rico Corp		Pending
Harrison-Hertz	Japan	15	2000-347060	4/5/00		Rico Corp		Abandoned
Harrison-Hertz	USA	15	2000-34706	4/5/00		Rico Corp		Abandoned
La Voz	Australia	15	815449	11/26/99	Mpc,Reeds,Acc	Rico Corp	11/26/09	Registered
La Voz	Canada	15	TMA389724	11/1/91	Accessories	Rico Prod.	11/1/06	Registered
La Voz	Canada	15	270441	6/25/82	Parts & Access.	La Voz	6/25/12	Registered

**TRADEMARKS**

Mark	Country	Class	Reg. #	Reg. Date	Description	Owner	Renewal Date	Status
La Voz	China	15	9900157803	12/27/99	Reeds, Access.	Rico Corp	12/27/09	Pending
La Voz	France	15	1733398	9/5/99	Accessories	Rico Prod.	9/5/99	Renewed
La Voz	France	15	1687367	3/27/81	Accessories	Rico Prod.	3/27/01	Registered
La Voz	Germany	15	1158172	8/19/89	Accessories	Rico Prod.	8/19/99	Registered
La Voz	U.K.	15	1151728	4/1/81	Reeds, Stands	Rico Prod.	9/1/06	Renewed
La Voz	U.K.	15	1396391	9/1/89	Reeds, Stands	Rico Prod.	9/1/06	Renewed
La Voz	USA	15	1603657	6/26/90	Accessories	Rico Corp	6/26/10	Renewed
La Voz	Italy	15	560,075	9/21/99	Accessories	Rico Prod.	9/21/09	Registered
La Voz	Italy	15	393,883	4/3/81	Accessories	Rico Prod.	4/3/01	Registered
La Voz	Japan	15	2590955	10/29/93	Accessories	Rico Prod.	10/29/03	Registered
La Voz	Switzerland	15	316,296	3/31/81	Reeds, Stands	La Voz	3/31/01	Registered
La Voz plus design	USA		1219919	12/14/82	Reeds	La Voz	12/14/02	Registered
La Voz PadGard	Australia	15	777853	11/10/98	Absorbant matls	Rico Corp	11/10/08	Registered
La Voz PadGard	Canada	15	897507	11/25/98	Accessories	Rico Corp	11/25/08	Registered
La Voz PadGard	Europe	15	973586	10/30/98	Swabs	Rico Corp	10/30/08	Registered
La Voz PadGard	Japan	15	4382566	5/12/00		Rico Corp	5/12/10	Registered
La Voz PadGard	USA	15	75/606604	12/16/98	Swabs	Rico Corp		Pending?
La Voz Smartpak	USA	15	76/094250	7/11/00	Accessories	Rico Corp		Pending
La Voz Smartpak	Europe	15	1654300	5/12/00	Accessories	Rico Corp	5/12/10	Pending?
La Voz (Stylized)	USA	15	1219919	12/14/82	Reeds	Rico Corp	12/14/02	Registered
Magic Recorder	Italy	9	605077	10/18/93	Cassettes, books	Rico Prod.	8/1/00	Lapsed
Magic Recorder	USA	9	1621015	11/6/00	Cassettes, books	Rico Prod.		Lapsed
Metalite	Canada	--	TMA 407145	1/22/93	Mouthpiece	Rico Prod.	1/22/08	Allow to lapse
Metalite	France	15	1657665	4/24/91	Mouthpiece	Rico Prod.	4/24/01	Allow to lapse
Metalite	Germany	15	2009003	2/6/92	Mouthpiece	Rico Prod.	4/16/01	Lapsed
Metalite	U.K.	15	B1461464	4/15/91	Mouthpiece	Rico Prod.	4/15/98	Allow to lapse
Metalite	Italy	15	622976	6/13/94	Mouthpiece	Rico Prod.	4/23/01	Allow to lapse
Metalite	Japan	15	2717459	10/31/96	Mouthpiece	Rico Prod.	10/31/06	Allow to lapse
Metalite	USA	15	1659688	10/8/91	Mouthpiece	Rico Corp	10/8/01	Allow to lapse
Mitchell Lurie	USA	15	1652333	7/30/91	Reeds, Mpcs	Rico Corp	7/30/01	Registered
Monster Jazz	USA	15						Abandoned
Mouthpiece Saver	USA	15	1592581	4/17/90	Accessories	Rico Corp	4/17/10	Renewed
Novapak	USA	15	860092	11/12/68	Containers	RJM	11/12/08	Registered
Plasticover	Mexico	15	642382	2/23/00	Reeds	Rico Corp	9/13/06	Registered
Plasticover	Brazil	15	819860751	7/27/99	Reeds	Rico Corp	7/27/09	Registered
Reedgard	USA	15	1277984	5/15/84	Reed Holders	La Voz	5/15/04	Registered
Reedgard II	USA	15	1570851	12/12/89	Reed Holders	Rico Corp	12/12/99	Registered
Reedgard IV	USA	15	1571796	12/19/89	Reed Holders	Rico Corp	12/19/99	Registered
Rico	Mexico	15	642383	9/13/96	Reeds, Access	Rico Prod.	9/13/06	Registered
Rico	Brazil	15	819860743	7/27/99	Reeds, Access.	M.I.S	7/27/09	Registered
Rico	France	15						Pending
Rico	USA	15	712864	3/21/61	Reeds, Access.	Rico Corp	3/21/01	Renewed

**TRADEMARKS**

Mark	Country	Class	Reg. #	Reg. Date	Description	Owner	Renewal Date	Status
Rico & Design	Australia	15	815448	11/26/99	Mpc,Reeds,Acc	Rico Corp	11/26/09	Registered
Rico & Design	China	15	9900157799	12/27/99	Reeds, Access.	Rico Corp	12/27/09	Registered
Rico & Design		15	1185684	1/12/82	Reeds	Rico Prod.	1/12/02	Registered
Rico & Design	Japan	15	126450/92	6/17/92	Accessories	Rico Prod.	6/17/02	Pending?
Rico & Design	Canada	--	270 710	7/2/82	Reeds	Rico Prod.	7/2/12	Registered
Rico & Design	France	15	1654258	4/6/81	Accessories	Rico Prod.	4/5/01	Registered
Rico & Design	Germany	15	1152104	4/8/81	Reeds, Parts	RJM	4/8/02	Registered
Rico & Design	Italy	15	394915	1/27/86	Accessories	RJM	4/24/01	Registered
Rico & Design	Switzerland	15	313623	4/7/81	Accessories	RJM	4/7/01	Registered
Rico & Design	Taiwan	15	901108	8/16/00	Reeds, Acces	Rico Corp	8/16/10	Registered
Rico & Design	U.K.	15	1152104	4/8/81	Reeds	Rico Corp	4/8/02	Renewed
Rico & Design	USA	15	1183684	1/12/82	Reeds	Rico Corp	1/12/02	Registered
Rico & Globe Design	Germany	15	765509	9/19/61	Musical Parts	RJM		Registered
Rico & Globe Design	Italy	15	405834	9/19/61	Musical Parts	RJM	3/17/02	Registered
Rico & Globe Design	Switzerland	15	315,174	10/20/61	Musical Parts	RJM	9/7/01	Registered
Rico International	Europe	15	517 466	4/16/97	Musical Parts	Rico Corp	4/16/07	Registered
Rico International	Japan	15	4334946	11/12/99	Musical Parts	Rico Corp	11/12/09	Registered
Rico International	USA	15	2352995	3/17/97	Musical Parts	Rico Corp	5/30/10	Registered
Rico Jazz	USA	15						Allow to lapse
Rico Logo	Taiwan	15	88 00 1462	1/1/99	Accessories	Rico Corp		Pending
Rico Product	USA							
Rico Royal	Australia	15	815447	11/26/99	Mpc,Reeds,Acc	Rico Corp	11/26/09	Registered
Rico Royal	Canada	--	TMA 413257	6/11/93	Mouthpiece	Rico Prod.	6/11/08	Registered
Rico Royal	China	15	9900157800	12/27/99	Reeds, Acces	Rico Corp	12/27/09	Registered
Rico Royal	France	15	1549365	9/5/89	Mouthpiece	Rico Prod.	9/5/99	Renewed
Rico Royal	Germany	15	1158172	8/19/89	Mouthpiece	Rico Prod.	8/19/99	Renewed
Rico Royal	U.K.	15	1,396,394	3/6/89	Reed, parts	Rico Prod.	3/6/06	Renewed
Rico Royal	USA	15	1622415	11/13/90	Mouthpiece	Rico Corp	11/13/10	Renewed
Rico Royal	Italy	15	559514	2/3/92	Mouthpiece	Rico Prod.	9/6/99	Renewed
Rico Royal	Japan	15	2396330	3/31/92	Mouthpiece	Rico Prod.	3/31/02	Registered
Rico Royal	China	15	9900157800	12/27/99	Reeds, Acces	Rico Corp	12/27/09	Registered
Rico Select Jazz	China	15	9900157802	12/27/99	Reeds, Acces	Rico Corp	12/27/09	Registered
Rico Select Jazz	Australia	15	815446	11/26/99	Mpc,Reeds,Acc	Rico Corp	11/26/09	Registered
Rico Select Jazz	USA	15	2227049	3/2/99	Reeds	Rico Corp	3/2/09	Registered
RJM signature	USA		400626	3/23/43	Reeds	RJM	3/23/03	Allow to lapse
Sax Neck Saver	USA		1589537	3/27/90	Accessories	Rico Corp	3/27/10?	Renewed
Stand Mate	USA		1402091	7/22/86	Msc. Stand shelf	Rico Corp	7/22/06	Abandoned
Symmetrical			409985	10/31/44	Reeds	RJM	10/31/04	Renewed

## SCHEDULE B

### DEPOSIT ACCOUNTS AND CERTAIN INVESTMENT PROPERTY

#### Account 1

1. Bank name and address: Union Bank of California  
445 South Figueroa Street,  
Los Angeles,  
California 90071  
USA
2. Contact name and telephone number: Robert Sheedy  
213 236 6304
3. Bank account title: Rico International
4. Bank account number: 1005005791
5. Currency of account: US  
(£, DM, US\$ etc)
6. Type of account i.e. overdraft, deposit etc: Checking
7. Facility renewal date:

#### Account 2

1. Bank name and address: Union Bank of California  
445 South Figueroa Street,  
Los Angeles,  
California 90071  
USA
2. Contact name and telephone number: Robert Sheedy  
213 236 6304
3. Bank account title: Rico International General
4. Bank account number: 7465253494
5. Currency of account: US  
(£, DM, US\$ etc)
6. Type of account i.e. overdraft, deposit etc: Sweep Loan
7. Facility renewal date:

### Account 3

1. Bank name and address: Union Bank of California  
445 South Figueroa Street,  
Los Angeles,  
California 90071  
USA
2. Contact name and telephone number: Robert Sheedy  
213 236 6304
3. Bank account title: Rico International
4. Bank account number: A4T106429
5. Currency of account: US  
(£, DM, US\$ etc)
6. Type of account i.e. overdraft, deposit etc: Sweep Investment
7. Facility renewal date:

### Account 4

1. Bank name and address: City National Bank  
8012 Vineland,  
Sun Valley,  
CA 91352
2. Contact name and telephone number: Carol Dignard  
881 771 1164
3. Bank account title: Rico International
4. Bank account number: 410052423
5. Currency of account: US  
(£, DM, US\$ etc)
6. Type of account i.e. overdraft, deposit etc: Savings
7. Facility renewal date:

### Account 5

1. Bank name and address: Salomon Smith Barney Inc.,  
PO Box 30387,  
Los Angeles,  
CA 90030
2. Contact name and telephone number: Vincent Woo  
213 486 8977
3. Bank account title: Rico Corporation Inc.
4. Bank account number: 204 90840 1 1 123
5. Currency of account: US  
(£, DM, US\$ etc)
6. Type of account i.e. overdraft, deposit etc: Investment
7. Facility renewal date:

**Account 6**

1. Bank name and address: Bank of America  
5945 Canoga Ave,  
Woodland Hills,  
CA 91367
2. Contact name and telephone number: Teresa Vacuerano  
818 5042652
3. Bank account title: Rico International Export Account
4. Bank account number: 1465500680
5. Currency of account: US  
(£, DM, US\$ etc)
6. Type of account i.e. overdraft, deposit etc: Checking
7. Facility renewal date:

**Account 7**

1. Bank name and address: Union Bank of California,  
445 South Figueroa Street,  
Los Angeles,  
California 90071
2. Contact name and telephone number: Robert Sheedy  
213 236 6304
3. Bank account title: Rico International Payroll
4. Bank account number: 1000082836
5. Currency of account: US  
(£, DM, US\$ etc)
6. Type of account i.e. overdraft, deposit etc: Checking
7. Facility renewal date:

**Account 8**

1. Bank name and address: Union Bank of California,  
445 South Figueroa Street,  
Los Angeles,  
California 90071
2. Contact name and telephone number: Robert Sheedy  
213 236 6304
3. Bank account title: Rico International Loan
4. Bank account number: 1000082836
5. Currency of account: US  
(£, DM, US\$ etc)
6. Type of account i.e. overdraft, deposit etc: Loan Account
7. Facility renewal date:

## SCHEDULE C

### LOCATIONS OF BOOKS AND RECORDS

1. Chief Executive Office

8484 San Fernando Road, Sun Valley, California 91352

2. Locations of Account Records and Chattel Paper

8484 San Fernando Road

Sun Valley, CA.                      55,121 sq. feet

11926 Allegheny Street (Warehouse)

Sun Valley, CA.                      10,400 sq. feet

7766 San Fernando Road (Warehouse)

Sun Valley                              8,000 sq. feet

**SCHEDULE D**

**LOCATIONS OF EQUIPMENT AND INVENTORY**

8484 San Fernando Road,  
Sun Valley,  
California 55,121 sq. feet

7766 San Fernando Road (Warehouse)  
Sun Valley,  
California 8,000 sq. feet

11926 Allegheny Street (Warehouse)  
Sun Valley,  
California 10,400 sq. feet