

RECORDED
MAY 21 2001
TRADEMARK OFFICE

08-31-2001



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Tab settings

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):
FIRST TEXAS PRODUCTS, L.P.

AUG 23 2001
PATENT TRADEMARK OFFICE

5-21-01
RE

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

2. Name and address of receiving

Name: LASALLE BANK NATIONAL ASSOCIATION,
as agent

Internal Address:

Street Address : Attn: Leveraged Finance Group
135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association

- General Partnership
- Limited Partnership
- Corporation State

Other

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 14, 2001

4. Application number(s) or trademark

A. Trademark Application No.(s)
-None-

B. Trademark Registration

2,074,956 2,085,74.9 2,126,995

(Please see additional numbers)

Additional numbers attached? Yes

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

Name: Judith Jimenez

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 8

7. Total fee (37 CFR) \$ 305.00

- 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

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 of the original document.

Judith Jimenez
Name of Person

Signature

05/16/2001
Date

Total number of pages including cover sheet, attachments, and 14

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

Schedule A

TRADEMARKS IN THE NAME OF FIRST TEXAS PRODUCTS, L.P.

<u>MARK</u>	<u>SERIAL NO./ FILING DATE</u>	<u>REGISTRATION NO./ REG. DATE</u>	<u>STATUS</u>
MEASURE TRACKER	73-146,719 10/31/77	1,139,177 9/2/80	ABANDONED 3/2/2001
TIME MACHINE	74-634,457 2/13/95	1,944,268 12/26/95	ABANDONED
TRACKER	74-705,955 7/25/95	2,074,956 7/1/97	REGISTERED
TIME RANGER	75-129,688 7/3/96	2,085,749 8/5/97	REGISTERED
SENTRON	75-193,119 10/28/96	2,112,232 11/11/97	ABANDONED
TIME TRAVELER	75-193,113 10/28/96	2,114,044 11/18/97	ABANDONED
SMART TRAC	75-193,118 10/28/96	2,126,995 12/6/98	REGISTERED
DUAL TRAC	74/182581 7/5/91	1,698,891 7/7/92	REGISTERED
GROUNDTRAC	74/182580 7/5/91	1,698,890 7/7/92	REGISTERED
BOUNTY HUNTER DESIGN	74/542,129 8/25/98	2,287,771 10/19/99	REGISTERED
BOUNTY HUNTER (WORDS)	75/542,662 8/25/98	2,281,544 9/28/99	REGISTERED
TEKNETICS & DESIGN	75,542,130 8/25/98	2,292,558 11/16/99	REGISTERED
XL	74/608,430 12/8/94		ABANDONED
AUTO TRAC	74/182,389 7/5/91		ABANDONED

Applications: None.



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("**Agreement**") is made as of May 2001, by and between FIRST TEXAS PRODUCTS, L.P. ("**Grantor**"), and LASALLE BANK NATIONAL ASSOCIATION, as agent (the "**Agent**") for the "**Banks**" (as defined below).

WITNESSETH:

WHEREAS, Grantor and JNL Trading Company, L.P., a Delaware limited partnership ("**JNL**"; JNL, together with Grantor, hereinafter referred to at times individually as a "**Company**" and collectively as the "**Companies**") have entered into a certain Credit Agreement dated as of the date hereof among the Companies, the institutions from time to time party thereto as banks (the "**Banks**") and the Agent, as amended (as the same has been and further may be amended, modified, supplemented or restated from time to time, the "**Credit Agreement**"), providing for the making of loans, advances and other financial accommodations (including, without limitation, issuing letters of credit) (all such loans, advances and other financial accommodations being hereinafter referred to collectively as the "**Loans**") to or for the benefit of the Companies;

WHEREAS, the Agent and the Banks have required Grantor to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the Obligations;

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Companies and Agent, Grantor has granted to Agent a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "Intellectual Property" (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Intellectual Property, and all 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, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words “ hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the prompt and complete payment, observance and performance of the Liabilities, Grantor hereby grants to the Agent, for the benefit of itself and the other Lender Parties, a security interest, with power of sale to the extent permitted by applicable law, in all of Grantor’s now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor’s business symbolized by the foregoing and connected therewith, and (e) all of Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a) through (e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the “**Licenses**”).

5. Restrictions on Future Agreements. Grantor will not, without the Agent’s prior written consent, which consent shall not be unreasonably withheld, enter into any agreement,

including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect materially and adversely affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Grantor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on **Schedule A** include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by Grantor, (b) the Licenses listed on **Schedule B** include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Agent. If prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, then the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to the Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending **Schedule A** to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending **Schedule B** to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing with the applicable federal or state government agency, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on **Schedule A or B** thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by the Agent of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the other Lender Parties to Grantor.

8. Right to Inspect; Further Assignments and Security Interests. In accordance with the applicable terms of the Credit Agreement, the Agent shall have access to examine, audit, make copies and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses. Grantor agrees that the Agent, or a conservator appointed by the Agent, shall, upon the occurrence and during the continuance

of any Event of Default have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent, (ii) not to change the quality of such products in any material adverse respect from the quality as of the date hereof without the Agent's prior and express written consent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations (other than contingent indemnity obligations) have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Agent shall execute and deliver to Grantor, at Grantor's expense and promptly after written request therefor, all termination statements and other instruments as may reasonably be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: (i) prosecute diligently any trademark application or service mark application which Grantor reasonably deems necessary or economically desirable in the operation of Grantor's business and that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks which Grantor reasonably deems necessary or economically desirable in the operation of Grantor's business. Grantor further agrees (i) not to abandon any Trademark or License which Grantor reasonably deems necessary or economically desirable in the operation of Grantor's business without the prior written consent of the Agent, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither the Agent nor any other Lender Party shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Agent nor any other Lender Party shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence of any Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations and Liabilities secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of any Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights

under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of any Event of Default, upon prior written notice to Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to any other Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to any other Person, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own best interest. Grantor hereby ratifies all that such attorney shall lawfully do, or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations and Liabilities shall have been paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the other Lender Parties under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

16. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of any Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of any Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each Lender Party and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

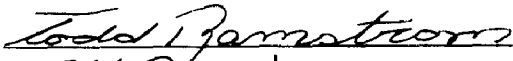
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST TEXAS PRODUCTS, L.P., a Delaware limited partnership

By: First Texas Products Corporation, a Texas corporation and its sole general partner

By: 
Name: Erik E. Maurer
Title: Vice President

ATTEST:

By: 
Name: Todd Ramstrom
Title: Legal Assistant

Accepted and agreed to as of the day and year first above written:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Brian Sommerfeld
Title: Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST TEXAS PRODUCTS, L.P., a Delaware limited partnership

By: First Texas Products Corporation, a Texas corporation and its sole general partner

By: _____
Name: Erik E. Maurer
Title: Vice President

ATTEST:

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the day and year first above written:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

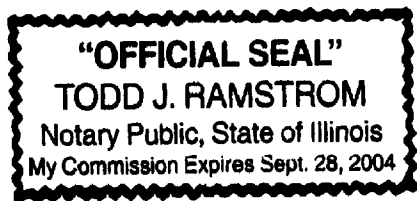
By: Brian Sommerfeld
Name: Brian Sommerfeld
Title: Assistant Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 14 day of May, 2001, by Erik E. Maurer, a Vice President of First Texas Products Corporation, a Texas corporation and the general partner of First Texas Products, L.P., a Delaware limited partnership, on behalf of such limited partnership.



Todd J. Ramstrom
Notary Public
Cook County, Illinois
My commission expires: 9/28/04

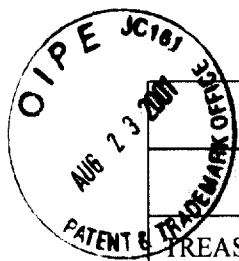


Schedule A

TRADEMARKS IN THE NAME OF FIRST TEXAS PRODUCTS, L.P.

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AUTO TRAC	74/182,389 7/5/91		ABANDONED

Applications: None.



Schedule B

Licenses Agreements: None.

(728464.1)

RECORDED: 05/21/2001

**TRADEMARK
REEL: 002360 FRAME: 0570**