

09-18-2001

SEP 11

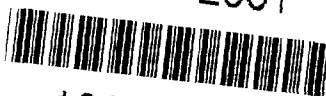
Form PTO-1594

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Stonewall Kitchen, LLC

09/14/01

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other limited liability company

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: as of June 30, 2001

2. Name and address of receiving party(ies)

Name: Citizens Bank New Hampshire

Internal

Address: _____

Street Address: 875 Elm StreetCity: Manchester State: NH Zip: 03101☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State _____☐ Other _____If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76268980B. Trademark Registration No.(s) 1919989
2230271Additional number(s) attached ☐ Yes ☒ No

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

Name: David L. Galgay, Jr., EsquireInternal Address: Verrill & Dana, LLPOne Portland SquareP.O. Box 586

Street Address: _____

City: Portland State: Maine Zip: 04112-0586

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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.

David L. Galgay, Jr.

Name of Person Signing

Signature

9-7-01

Date

Total number of pages including cover sheet, attachments, and document: 3

09/18/2001 LMJELLER 00000033 76268980

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:481
02 FC:48240.00 OP
50.00 OPTRADEMARK
REEL: 002368 FRAME: 0344

COLLATERAL ASSIGNMENT OF TRADEMARK

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Assignor, STONEWALL KITCHEN, LLC, a Maine limited liability company with a place of business at 2 Stonewall Lane, York, Maine 03909 (the "Assignor"), hereby grants, assigns and conveys unto CITIZENS BANK NEW HAMPSHIRE, a New Hampshire banking corporation having an office and place of business at 875 Elm Street, Manchester, New Hampshire 03101, its successors and assigns (the "Assignee"), a present and continuing security interest in, and a valid first lien on Assignor's entire right, title and interest in and to its trademarks and registrations thereof, including, without limitation, the trademarks (i) "Stonewall Kitchen" (Registration No.: 1919989), (ii) "Stonewall Kitchen for Kids of All Ages" (Registration No.: 2230271), and (iii) "Stonewall Kitchen" (Serial No.: 76268980), and to any proceeds thereof, the right (but not the obligation) in its own name to join with Assignor in past, present and future infringement actions, all rights corresponding thereto throughout the world and all reissues, renewals, continuations, divisions, extensions and continuations in part relating to any of the foregoing, and all improvements thereon and all contract and license rights of Assignor in respect thereof (the foregoing being and hereafter referred to collectively as the "Trademarks").

Without limiting the foregoing, this Collateral Assignment is subject to the particular terms and conditions set forth in a certain Amended and Restated Master Loan and Security Agreement dated June 24, 1999, as amended by a First Amendment to Amended and Restated Master Loan and Security Agreement dated July 16, 1999, as further amended by a Second Amendment to Amended and Restated Master Loan and Security Agreement dated April 13, 2000, as further amended by a Third Amendment to Amended and Restated Master Loan and Security Agreement dated June 26, 2000, and as further amended by a Fourth Amendment to Amended and Restated Master Loan and Security Agreement dated as of June 30, 2000, to which reference is made for a complete description of rights, remedies, benefits and obligations of the Assignor with respect to the Trademarks, which obligations of the Borrower (as defined in said Master Loan and Security Agreement, as amended) thereunder were assumed by the Assignor pursuant to a certain Assumption Agreement of even date herewith by and among the Assignor and the Assignee, and others.

IN WITNESS WHEREOF, STONEWALL KITCHEN has caused this instrument to be executed in its company name by its duly authorized Manager as of this 30th day of June, 2001.

WITNESS:

STONEWALL KITCHEN, LLC

Lori King

By:

Jonathan R. King
Jonathan R. King
Its Manager, duly authorized

TRADEMARK

REEL: 002368 FRAME: 0345

ACCEPTED ON BEHALF OF THE ASSIGNEE
ON THE DATE ABOVE WRITTEN:

CITIZENS BANK NEW HAMPSHIRE

By: Lori Chandonnais
Lori Chandonnais
Its Vice President

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