

09-20-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



101849866

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): Mincron SBC Corporation 9-17-01
Individual(s) Association
General Partnership Limited Partnership
Corporation-State (New York)
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Audubon Capital SBIC, L.P.
Internal Address:
Street Address: 1100 Poydras St., Suite 2000
City: New Orleans State: LA Zip: 70163
Individual(s) citizenship
Association
General Partnership
Limited Partnership Delaware
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: August 31, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2468342 2478696 2466428 2456157
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Clayton Hufft
Internal Address: Phelps Dunbar, LLP
Street Address: 365 Canal Street, Suite 2000
City: New Orleans State: LA Zip: 70130

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41): \$ 215.00
Enclosed
Authorized to be charged to deposit account
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 copy of the original document.
Clayton Hufft September 11, 2001
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document:

09/19/2001 LNUELLER 00000091 2468342
01 FC:481 40.00 OP
02 FC:482 175.00 OP

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

TRADEMARK REEL: 002369 FRAME: 0553

Item 4 continued:

2468341
2460281
2468340
2408087

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 31st day of August, 2001, by and between:

MINCRON SBC CORPORATION, a New York corporation, with a place of business located at 333 N. Sam Houston Pkwy. East, Houston, Texas 77060 (the "Debtor"); and

AUDUBON CAPITAL SBIC, L.P., a Delaware limited partnership, with a place of business located at 1100 Poydras Street, New Orleans, Louisiana 70163, as collateral agent for the ratable benefit of the Purchasers (hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the "Secured Party");

W I T N E S S E T H:

WHEREAS, the Debtor, the holders from time to time of the debentures issued pursuant thereto (the "Purchasers") and the Secured Party are party to a certain Debenture Purchase Agreement dated as of August 31, 2001 (as it may from time to time be amended, modified or supplemented, the "Purchase Agreement");

WHEREAS, the Debtor is using the trademarks and/or services marks, and is the owner of the U.S. Patent and Trademark Office registrations for which have been obtained and are listed on Schedule A attached hereto (collectively the "Trademarks");

WHEREAS, pursuant to a Security Agreement dated as of August 31, 2001 between the Debtor and the Secured Party (as it may from time to time be amended, modified or supplemented, the "Security Agreement"), the Debtor has granted the Secured Party, for the ratable benefit of the Purchasers, a security interest in the Trademarks and in all assets relating to and deriving from the Trademarks on the terms and conditions set forth in the Security Agreement;

WHEREAS, the Purchase Agreement requires that the Debtor shall execute and deliver this Agreement; and

WHEREAS, all capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the parties hereto hereby agree as follows:

1. The Debtor hereby assigns, conveys and transfers unto the Secured Party, for the ratable benefit of the Lenders, on the terms and conditions contained in the Security Agreement, which are incorporated herein and made a part hereof, and as additional security for the payment and performance by the Debtor of the Secured Obligations (as defined in the Security Agreement), a lien upon all of the Debtor's right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith.

2. The Debtor shall take all reasonable action, under both statutory and common law, which may be necessary or useful to perfect title to the Trademarks, to maintain and/or defend the Trademarks including without limitation the defense of the Trademarks, surveillance of marks owned and/or used by third parties which may be related to said Trademarks, bringing institution of said actions against infringing marks, and bringing cancellation or opposition proceedings in order to enforce said marks.

3. This Agreement shall terminate upon written notice from the Secured Party to the Debtor that all of the Secured Obligations have been fully paid and performed and, upon such termination, the Secured Party shall promptly execute and deliver to the Debtor, at the Debtor's expense, such documents or instruments as the Debtor may reasonably request in furtherance and in evidence of such termination.


4. This Agreement shall be binding upon the Debtor, its successors and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

5. This Agreement may not be amended or modified except with the written consent of the Secured Party.

6. The Debtor will provide any additional documentation to support or confirm the security interest created under this Agreement.

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

MINCRON SBC CORPORATION

By: 
Name: Read Boles
Title: Vice Chairman

AUDUBON CAPITAL SBIC, L.P., as
Collateral
Agent

By Audubon SBIC Partners, L.L.C., its
general partner

By: _____
Name: Robert N. Cowin
Title: Manager

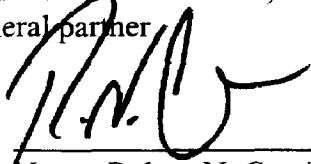
IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

MINCRON SBC CORPORATION

By: _____
Name: Read Boles
Title: Vice Chairman

AUDUBON CAPITAL SBIC, L.P., as Collateral Agent

By Audubon SBIC Partners, L.L.C., its
general partner

By:  _____
Name: Robert N. Cowin
Title: Manager

SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT
DATED AS OF AUGUST 31, 2001
BETWEEN
MINCRON SBC CORPORATION
AND
AUDUBON CAPITAL SBIC, L.P., AS COLLATERAL AGENT

FEDERALLY REGISTERED TRADEMARKS

<u>Mark</u>	<u>Number</u>
MSS/HD	2468342
Hardgoods Distribution	2478696
Remote Commerce	2466428
MSS/WC	2456157
MSS/WO	2468341
MSS/DM	2460281
MSS/UT	2468340
Mincron Green Diamond mark	2408087

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY/PARISH OF TARRANT

On this 31st day of August, 2001, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Read Boles ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the Vice Chairman of Mincron SBC Corporation, a New York corporation, who acknowledged that Appearer executed the foregoing instrument by authority of said corporation's Board of Directors on behalf of and as the free act and deed of said corporation.

IN WITNESS WHEREOF, Appearer has signed this acknowledgment in the presence of the two undersigned witnesses and me, Notary, on the day and in the month and year hereinabove first written.

WITNESSES:

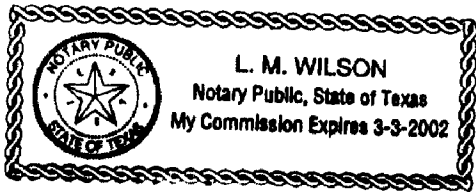
Michael O. [Signature]

E. Kay A. [Signature]

[Signature]
Appearer: Read Boles

[Signature]

Notary Public



PHELPS DUNBAR LLP
COUNSELORS AT LAW

New Orleans, LA
Baton Rouge, LA
Houston, TX
London, England



Canal Place
365 Canal Street • Suite 2000
New Orleans, Louisiana 70130-6534
(504) 566-1311
Fax (504) 568-9130

Jackson, MS
Tupelo, MS
Gulfport, MS
Tampa, FL

CLAYTON T. HUFFT
New Orleans Office
(504) 584-9305
hufftc@phelps.com

www.phelpsdunbar.com

September 14, 2001

VIA FEDERAL EXPRESS

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

RE: Mincron SBC Corporation Copyright Security Agreement

16834-6

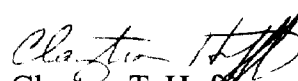
Dear Sir or Madam:

On behalf of Mincron SBC Corporation and Audubon Capital SBIC, L.P. and pursuant to 37 C.F.R. §3.11, I enclose one original copy of the Trademark Security Agreement dated as of August 31, 2001 and a document cover sheet to be recorded in the U.S. Patent and Trademark Office. I also enclose a check in the amount of \$215.00 to cover any recording fee for the Trademark Security Agreement.

Please date-stamp the enclosed copy of the document cover sheet and return it to me in the enclosed self-addressed envelope. If you have any questions or comments concerning the enclosed document, please call the undersigned at (504) 584-9305. Thank you in advance for your assistance.

With best regards,

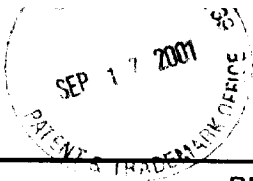
Very truly yours,


Clayton T. Hufft

Enclosures

NO:99214033.1

TRADEMARK
REEL: 002369 FRAME: 0561



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(Rev. 03/01)

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

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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U.S. Patent and Trademark Office

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- Individual(s)
- General Partnership
- Corporation-State (New York)
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- Association
- Limited Partnership

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

Execution Date: August 31, 2001

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Internal

Address: _____

Street Address: 1100 Poydras St., Suite 2000

City: New Orleans State: LA Zip: 70163

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Clayton Hufft

Name of Person Signing

Signature

September 11, 2001

Date

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Washington, D.C. 20231

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