

RI

10-09-2001

3 SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

-Y

D\$



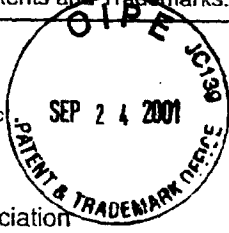
Tab settings

101867785

To the Honorable Commissioner of Patents and Trademarks, please forward the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sternberg Lanterns, Inc.



- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

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

Execution Date: September 20, 2001

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe 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 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 patent number(s):

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

2349424

Additional numbers attached? Yes No

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

Name:

Internal Address: Redfax

Crystal Plaza One Suite 1207

2001 Jefferson Davis Hwy. Arlington, Virginia 22202

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/05/2001 JJALLANE 00000016 2349424

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

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.

Gregory T. Pealer

Signature

September 20, 2001

Name of Person Signing

Signature

Date

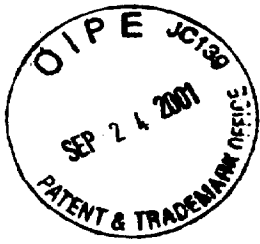
Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK

REEL: 002379 FRAME: 0611

Vertical stamp: REFUND REF # 10/05/01 JJALLANE 0000110706 \$25.00 CHECK REFUND TOTAL:



## TRADEMARK COLLATERAL AGREEMENT

This 20<sup>th</sup> day of September, 2001, Sternberg Lanterns, Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 7401 Oak Park Avenue, Niles, Illinois 60714, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

STERNBERG LANTERNS, INC.

By Joseph F. Waldau  
Name: JOSEPH F. WALDAU  
Title: PRESIDENT

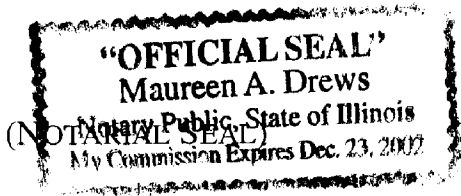
HARRIS TRUST AND SAVINGS BANK

By David J. Beckstein  
Name: DAVID J. BECKSTEEN  
Title: VICE PRESIDENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph F. Waldaw, President of Sternberg Lanterns, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of September, 2001.



Maureen A. Drews  
Notary Public

Maureen A. Drews  
(Type or Print Name)

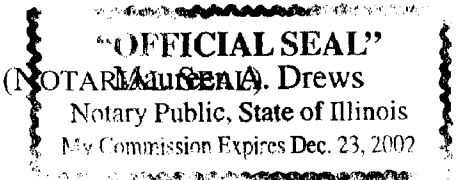
My Commission Expires:

Sep 23, 2002

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David J. Beckstein, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of September, 2001.



Maureen A. Drews  
Notary Public

Maureen A. Drews  
(Type or Print Name)

My Commission Expires:  
Dec 23 2002

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REG. NO.</b>	<b>GRANTED</b>
Sternberg	2349424	May 16, 2000

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILED</b>
	NONE	

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None