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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies): Jackson Acquisition Company, LLC. 4510 Edison Avenue Colorado Springs, CO 80915

2. Name and address of receiving party(ies) Name: Comerica Bank - California Internal Address: 333 West Santa Clara St. City: San Jose State: CA Zip: 95113

3. Nature of conveyance: Other Intellectual Property Security Agmt. Execution Date: October 30, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/849,932

B. Trademark No.(s) 0909,593 0895,688 1,376,289

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Diana R. Sanchez Internal Address: Cooley Godward LLP 5 Palo Alto Square Street Address: 3000 El Camino Real City: Palo Alto State: CA Zip: 94306

6. Total number of applications and trademarks involved: 4 7. Total fee (37 CFR 3.41): \$ 115.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 30-3115

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. Diana R. Sanchez Signature Date: November 2, 2001

11/05/2001 DRYDME 00000090 7584932 number of pages including cover sheet, attachments, and documents:

01 FC:481 02 FC:482

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

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TRADEMARK REEL: 002393 FRAME: 0446

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Agreement*") is made as of October 30, 2001, by and between JACKSON ACQUISITION COMPANY, LLC, a Delaware limited liability company ("*Grantor*"), and COMERICA BANK-CALIFORNIA, as agent for and on behalf of Lenders (defined below) ("*Agent*").

## RECITALS

A. Lenders have agreed to lend to Grantor certain funds (the "*Loans*"), and Grantor desires to borrow such funds from Lenders pursuant to the terms of a Senior Secured Credit Agreement dated of even date herewith by and among Grantor, the lenders named therein ("*Lenders*") and Agent (as the same may from time to time be amended, modified, supplemented or restated, the "*Credit Agreement*").

B. Pursuant to the terms of a Security Agreement dated of even date herewith by and between Grantor and Agent (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Agent, for and on behalf of Lenders, a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets.

C. In order to induce Lenders to make the Loans, Grantor has agreed to assign certain intangible property to Agent, for and on behalf of Lenders, for purposes of securing the obligations of Grantor to Lenders.

NOW, THEREFORE, the parties hereto agree as follows:

1. **DEFINITIONS.** All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lenders and Agent under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), Grantor hereby assigns, transfers, conveys and grants a security interest to Agent, as collateral security, in and to Grantor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Grantor (all of which shall collectively be called the "*Intellectual Property Collateral*"):

(a) Any and all Copyright and Copyright Licenses, including, without limitation, those set forth on **Exhibit A** attached hereto and incorporated herein by this reference;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to Grantor;

(d) Any and all Patents and Patent Licenses, including, without limitation, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference;

(e) Any and all Trademarks and Trademark Licenses, and the entire goodwill of the business of Grantor connected with and symbolized by all such Trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto and incorporated herein by this reference;

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All other licenses or other rights to use any of the Intellectual Property, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Intellectual Property;  
and

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The security interest granted hereunder is granted in conjunction with the security interests granted to Agent under the Security Agreement. The rights and remedies of Agent and Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent or Lenders as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lenders or Agent, of any or all other rights, powers or remedies.

3. **AUTHORIZATION AND REQUEST.** Grantor authorizes and the Agent requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

4. **COVENANTS AND WARRANTIES.** Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is a party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property Collateral, other than with respect to Permitted Liens and non-exclusive Licenses granted by Grantor in the ordinary course of its business;

**(d)** To its knowledge, each of the Patents is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

**(e)** Grantor shall promptly advise Agent of any material changes in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of Grantor in or to any Intellectual Property not specified in this Agreement;

**(f)** Grantor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property material to the ordinary conduct of its business, (ii) promptly advise Agent in writing of material infringements detected or of which it has knowledge, and (iii) not allow any of its Intellectual Property to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which consent shall not be unreasonably withheld;

**(g)** Grantor shall, if Grantor determines, in the exercise of its reasonable business judgment, that it is commercially reasonable to do so, promptly register (i) all of the registerable Intellectual Property rights that Grantor holds as of the Closing Date and that are material to the ordinary conduct of Grantor's business, but that Grantor has heretofore failed to register, and (ii) additional Intellectual Property rights that are material to the ordinary conduct of Grantor's business and that are developed or acquired after the Closing Date. Notwithstanding the foregoing, Grantor shall take such further actions as Agent or Lenders may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Intellectual Property Collateral;

**(h)** This Agreement, creates, and in the case of after-acquired Intellectual Property Collateral, will create at the time Grantor first has rights in such after-acquired Intellectual Property Collateral, in favor of Agent, for and on behalf of Lenders, a valid and perfected, first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the Secured Obligations upon making the filings referred to in **Section 4(i)** below, subject only to Permitted Liens;

**(i)** To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the applicable office of the Secretary of State, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (b) for the perfection in the United States or the exercise by Agent of its rights and remedies hereunder;

**(j)** All information heretofore, herein or hereafter supplied to Agent by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

**(k)** Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent

shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Agent in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. **AGENT'S RIGHTS.** Agent shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after three (3) Business Days' written notice to Grantor. Grantor shall reimburse and indemnify Agent for all costs and reasonable expenses incurred in the exercise of its rights under this **Section 5**.

6. **INSPECTION RIGHTS.** Grantor hereby grants to Agent and its employees, representatives and agents the right to visit, during reasonable hours upon prior written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon written notice to Grantor and as often as may be reasonably requested.

7. **FURTHER ASSURANCES; ATTORNEY IN FACT.**

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be necessary or advisable, or as requested by Agent, to perfect Agent's security interest in all Intellectual Property, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument which Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B or Exhibit C hereof, as appropriate, to include reference to any material right, title or interest in any Intellectual Property acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) to transfer the Intellectual Property Collateral into the name of Agent or a third party to the

extent permitted under the UCC; *provided*, that Agent agrees that it shall not exercise its powers as attorney-in-fact under this **Section 7(b)(iii)** except upon the occurrence and during the continuation of an Event of Default.

**8. EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an “*Event of Default*” under this Agreement:

(a) An Event of Default occurs under the Credit Agreement or any other Loan Document; or

(b) Grantor breaches any warranty or agreement in any material respect made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach pursuant to Section 9.1.4 of the Credit Agreement.

**9. REMEDIES.** Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Agent has a security interest and to make it available to Agent at a place designated by Agent. Agent shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this **Section 9**, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to the extent necessary to permit Agent to exercise its rights and remedies pursuant to this **Section 9**, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral and, in connection with Agent’s exercise of its rights hereunder, Grantor’s rights under all licenses and all franchise agreements shall inure to the benefit of Agent. Grantor will pay any expenses (including reasonable attorneys’ fees) incurred by Agent in connection with the exercise of any of Agent’s rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of Agent’s rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

**10. INDEMNITY.** Grantor agrees to defend, indemnify and hold harmless Agent and Lenders and each of their officers, employees, and agents against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by Agent or Lenders as a result of or in any way arising out of or related to transactions between Agent and/or Lenders and Grantor, whether under this Agreement or the other Loan Documents (including, without limitation, reasonable attorneys’ fees and reasonable expenses), except for losses arising from or out of Agent’s or Lenders’ gross negligence or willful misconduct.

**11. SUCCESSORS AND ASSIGNS.** This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Agent hereunder, inure to the benefit of Agent, for and on behalf of Lenders, any future holder(s) of any Notes and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Agent hereunder.

**12. REASSIGNMENT.** At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Agent shall execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to revest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Agent pursuant hereto.

**13. NO FAILURE OR DELAY.** No failure or delay on the part of Agent or Lenders, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

**14. AMENDMENTS.** Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by both parties hereto.

**15. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Grantor and Agent.

**16. CALIFORNIA LAW AND JURISDICTION; JURY WAIVER.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Grantor and Agent consent to the exclusive jurisdiction of any state or federal court located in California. GRANTOR AND AGENT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE CREDIT AGREEMENT, THIS ASSIGNMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

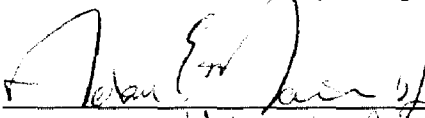
**17. CONFLICT.** In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Security Agreement, the term and/or provision of this Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**GRANTOR**

**JACKSON ACQUISITION COMPANY, LLC**  
a Delaware limited liability company

By   
Printed Name: Nelson C. Matthews, Jr.  
Title: Chairman

Address of Grantor

4510 Edison Avenue  
Colorado Springs, CO 80915  
Attention: President  
Telephone: (719) 638-2400  
Fax: (719) 638-2412

**AGENT**

**COMERICA BANK-CALIFORNIA,**  
as agent for and on behalf of Lenders

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Agent

1331 North California Boulevard, Suite 400  
Walnut Creek, California 94596  
Attn: Mark Hillhouse  
Telephone: (925) 941-1900  
Fax: (925) 941-1999


[INTELLECTUAL PROPERTY SECURITY AGREEMENT]



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

**GRANTOR**

**JACKSON ACQUISITION COMPANY, LLC**  
a Delaware limited liability company

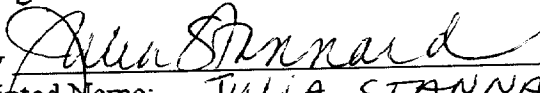
By   
Printed Name: Nelson E. Matthews, Jr.  
Title: Chairman

Address of Grantor

4510 Edison Avenue  
Colorado Springs, CO 80915  
Attention: President  
Telephone: (719) 638-2400  
Fax: (719) 638-2412

**AGENT**

**COMERICA BANK-CALIFORNIA,**  
as agent for and on behalf of Lenders

By   
Printed Name: JULIA STANNARD  
Title: AVP

Address of Agent

1331 North California Boulevard, Suite 400  
Walnut Creek, California 94596  
Attn: Mark Hillhouse  
Telephone: (925) 941-1900  
Fax: (925) 941-1999

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

## EXHIBIT A

## COPYRIGHTS

## 1. REGISTERED U.S. COPYRIGHTS:

TITLE	Effective Date of Registration	Registration Number
Shopping with Walter Drake... Christmas (70-2)	3-20-01	TX 5-355-026
Shopping with Walter Drake... Holiday Preview (70)	3-20-01	TX 5-355-027
Christmas Cards from Walter Drake (2000)	3-19-01	TX 5-363-267
Shopping with Walter Drake... Late Autumn 2000 (60-2)	3-20-01	TX 5-355-028
Shopping with Walter Drake... Autumn 2000 (60)	3-19-01	TX 5-363-266
Shopping with Walter Drake... Mid-Summer 2000 (50)	3-19-01	TX 5-363-268
Shopping with Walter Drake... Summer 2000 (40)	3-19-01	TX 5-363-265
Shopping with Walter Drake... Mid-Spring (30) (96-page catalog)	6-22-00	TX 5-278-985
Shopping with Walter Drake... Spring (20)	6-22-00	TX 5-278-984
Walter Drake... Winter 2000 (10)	6-22-00	TX 5-278-988
Shopping with Walter Drake... Winter (10)	6-22-00	TX 5-278-986
Homewares... Spring 2000 (10-2)	6-22-00	TX 5-278-989
Walter Drake presents... Directions	6-22-00	TX 5-278-990
Shopping with Walter Drake... Christmas (79-3)	6-22-00	TX 5-278-991
Shopping with Walter Drake... Christmas (79-2)	6-22-00	TX 5-278-992
Shopping with Walter Drake... Christmas (79)	6-22-00	TX 5-278-983
Walter Drake presents... Directions	6-22-00	TX 5-278-987
Walter Drake Christmas Cards	1-13-00	TX 5-124-564
Shopping with Walter Drake... Mid-Autumn (69-2)	1-13-00	TX 5-124-565
Shopping with Walter Drake... Autumn, 1999 (69)	1-13-00	TX 5-129-390
Shopping with Walter Drake... Mid-Summer (59-2)	1-13-00	TX 5-119-752
Shopping with Walter Drake... Mid-Summer, 1999 (59)	1-13-00	TX 5-119-750
Shopping with Walter Drake... Summer, 1999	5-18-99	TX 4-901-438
Shopping with Walter Drake... Spring, 1999 (39)	5-18-99	TX 4-908-773
Shopping with Walter Drake... Spring, 1999 (29)	5-18-99	TX 4-908-774
Shopping with Walter Drake... Winter, 1999 (19-2)	5-18-99	TX 4-908-790
Shopping with Walter Drake... Winter, 1999 (Full-size edition)	5-18-99	TX 4-910-055
Shopping with Walter Drake... Winter 1999 (19)	5-18-99	TX 4-908-791
Walter Drake presents... Directions, The Path to Better Health (99-BCV)Walter Drake presents... Directions, The Path to Better Health (99-ACV)	5-18-99	TX 4-908-801
Walter Drake presents... Directions, The Path to Better Health (99-ACV)	5-18-99	TX 4-908-775
Footprints in the Snow	8-28-98	TX 4-844-053
Walter Drake Christmas Cards 1998	8-28-98	TX 4-871-803
Shopping with Walter Drake... Christmas 1998 (78-3)	1-27-99	TX 4-930-660
Shopping with Walter Drake... Christmas 1998 (78-2)	1-27-99	TX 4-930-425
Shopping with Walter Drake... Christmas 1998 (78)	1-27-99	TX 4-930-358

<b>TITLE</b>	<b>Effective Date of Registration</b>	<b>Registration Number</b>
Shopping with Walter Drake... Autumn 1998 (68-2)	1-27-99	TX 4-930-659
Shopping with Walter Drake... Autumn 1998	8-28-98	TX 4-844-054
Shopping with Walter Drake... Mid-Summer 1998	8-28-98	TX 4-844-050
Shopping with Walter Drake... Summer 1998	8-28-98	TX 4-844-051
Shopping with Walter Drake... Mid-Spring 1998	8-28-98	TX-4-844-052
Shopping with Walter Drake... Winter 1998	3-16-98	TX 4-750-664
Walter Drake Christmas Cards 1997	3-16-98	TX 4-746-334
Walter Drake Kid's Korner 1997	3-16-98	TX 4-746-333
Shopping with Walter Drake... Christmas 1997	9-16-97	TX 4-635-930
Shopping with Walter Drake... Autumn 1997	9-16-97	TX 4-635-928
Shopping with Walter Drake... Mid-Summer 1997	9-16-97	TX 4-634-047
Shopping with Walter Drake... Summer 1997	5-16-97	TX 4-481-921
Shopping with Walter Drake... Spring 1997	2-20-97	TX 4-491-812
Shopping with Walter Drake... Winter 1997	12-30-96	TX 4-437-495

**2. APPLICATIONS IN PROCESS:**

None.

**EXHIBIT B**

**U.S. PATENTS AND PATENT APPLICATIONS**

**1. REGISTERED U.S. PATENTS:**

None.

**2. APPLICATIONS IN PROCESS:**

None.

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

1. REGISTERED U.S. TRADEMARKS:

- a. **Walter Drake**  
Registration Number: 909,593  
Registered: 03/09/71  
Renewal Date: 03/09/01  
Registered Owner: Drake Acquisition Company
  
- b. **Walter Drake**  
Registration Number: 895,688  
Registered: 07/28/70  
Renewal Date: 07/28/00  
Registered Owner: Drake Acquisition Company
  
- c. **Walter Drake**  
Registration Number: 1,376,289  
Registered: December 17, 1985  
Renewal Date: December 17, 2005  
Registered Owner: Drake Acquisition Company

2. APPLICATIONS IN PROCESS:

- a. **Homewares By Walter Drake**  
Serial Number: 75/849,932  
Notice of Allowance Date: 04/24/01  
Owner: Foster & Gallagher, Inc.