

12-06-2001

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



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

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

1. Name of conveying party(ies):

10-31-01

Littell Acquisition Corporation

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

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

2. Name and address of receiving party(ies)

Name: American National Bank and Trust
Internal Company of Chicago
Address: _____

Street Address: 133 West Grand Avenue
City: Bensenville State: IL Zip: 60108

- Individual(s) citizenship _____
- Association National Banking 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

3. Nature of conveyance:

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

Execution Date: September 25, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

606,372 (SEE EXHIBIT A ATTACHED)

Additional number(s) attached Yes No

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

Name: Cynthia Jared

Internal Address: SACHNOFF & WEAVER, LTD.
29th Floor

Street Address: 30 S. Wacker

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 280.00

- 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.

MAURD HAUSSER
Name of Person Signing

Signature

10/31/01
Date

9

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

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

12/05/2001 DBYRNE 00000128 606372

01 FC:481
02 FC:482

40.00 OP
150.00 OP

EXPRESS MAIL NO.: EL35734

0000112508
Refund Recd
12/05/2001

CHECK Refund Total: \$90.40

TRADEMARK
REEL: 002403 FRAME: 0384

**EXHIBIT A
ASSIGNMENT OF TRADEMARKS**

I. Registered Trademarks with the USPTO

MARK	REG. NO.	REG. DATE	NEXT DUE DATE	STATUS
LITTELL & Design (Rhombold over Circle)	606,372	5/24/55	5/24/2005	Renewed
VIL	1,775,627	6/8/93	6/8/2003 Renewal	Issued
SPECTRA-FEED	2,154,825	5/5/98	5/5/2004 Declared Use	Issued
SPECTAMAX	2,277,636	9/14/99	9/14/2005 Declared Use	Issued
Tiger (drawing)	2,148,789	4/7/98	4/7/2004 Declared Use	Issued
Menusoft	1,369,929	11/12/85	11/12/2005 Renewal	Issued
Menusoft	1,371,099	11/19/85	11/19/2005 Renewal	Issued

II. Foreign Trademarks

COUNTRY	MARK	REG. NO.	NEXT RENEWAL DATE	STATUS
Austria	LITTELL	128,981	Jan. 31, 2010	Renewed
Brazil	LITTELL	815,426,011	Feb 11, 2002	Issued
Canada	LITTELL	1,083,625		Pending – application filed Nov. 21, 2000
Canada	LITTELL & DESIGN	1,083,624		Pending – application filed Nov. 21, 2000
China (PRC)	LITTELL	553,454	Renewal Filed on March 21, 2001	Issued
China (PRC)	LITTELL	577,341	Renewal Filed on July 11, 2001	Issued
Czech Rep	LITTELL	168,077	Dec. 5, 2009	Issued
EU	LITTELL	141,184	April 1, 2006	Issued
EU	VIL	148,593	Expected Corrected Certificate	Pending reissue of a corrected certificate
Germany	LITTELL	1,165,256	Aug. 2, 2009	Renewed June 28, 1999
Greece	LITTELL	96,738	Dec. 7, 2009	Renewed

COUNTRY	MARK	REG. NO.	NEXT RENEWAL DATE	STATUS
Hong Kong	LITTELL	91-968	Sept. 26, 2010	Renewed Sept. 20, 1996
Hungary	LITTELL	129,419	Dec. 1, 2009	Renewal filed Feb. 2, 2000; await correct renewal certificate
Indonesia	LITTELL	271,524		Renewal Pending, filed on July 23, 2001
Italy	LITTELL	559,100	Aug. 8, 2009	Renewal Pending, filed July 15, 1999
Japan	LITTELL	2,398,585	April 30, 2002	Issued
Mexico	LITTELL	403,076	Sept. 28, 2010	Renewal Pending, filed on Nov. 13, 2000
New Zealand	LITTELL	206,324	Nov. 19, 2011	Renewal Pending
Norway	LITTELL	146,942	Sept. 19, 2011	Renewed Jan 19, 2001
Poland	LITTELL	66,647-R	Nov. 20, 2009	Renewed Sept. 11, 2000
Romania	LITTELL	16,196	Dec. 7, 2009	Renewed Feb. 28, 2001
Russia	LITTELL	90,202	Dec. 5, 2009	Renewed
Singapore	LITTELL	89-6,036	Sept. 13, 2006	Renewed
Slovakia	LITTELL	168,077	Dec. 5, 2009	Issued
South Africa	LITTELL	90-10,161	Nov. 19, 2010	Renewal Pending
South Korea	LITTELL	199,874	Sept. 4, 2010	Renewed Sept. 5, 2000
South Korea	LITTELL	12,437	Oct. 12, 2010	Renewed Aug. 23, 2000
Sweden	LITTELL	227,033	Oct. 11, 2011	Renewed Jan. 23, 2001
Switzerland	LITTELL	377,193	Aug. 16, 2009	Issued
Taiwan (ROC)	LITTELL	499,136	Sept. 15, 2010	Renewed Sept. 16, 2000
Thailand	LITTELL	Rnw 109,771	Sept. 5, 2009	Renewed March 10, 2000
Thailand	LITTELL	Rnw 106,455	Sept. 5, 2009	Renewed Jan. 31, 2000
Turkey	LITTELL	114,426	Sept. 13, 2009	Renewed Sept. 13, 1999

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated for reference purposes only as of September 25, 2001, by and between Littell Acquisition Corporation an Illinois corporation ("**Borrower**"), and American National Bank and Trust Company of Chicago ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated for reference purposes only as of even date herewith by and between Borrower and Lender (the "**Loan Agreement**"), Lender has, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of Borrower; and

WHEREAS, Lender has required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations, that the Borrower execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

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

3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower hereby grants to Lender, for the benefit of Lender, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service

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mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or 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 thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Borrower is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

4. New Trademarks and Licenses. Borrower hereby represents and warrants to Lender that (i) Schedule A sets forth all of the Trademarks owned by Borrower as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Borrower as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. Borrower hereby agrees that if, prior to the termination of this Agreement, Borrower shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Borrower shall promptly furnish written notice thereof to Lender together with information sufficient to permit Lender, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Borrower shall execute and deliver, with regard to any Trademarks, any agreements, instruments and

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documents that Lender may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Trademarks, and Borrower hereby appoints Lender, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Borrower.

5. Royalties. Borrower hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Borrower.

6. Termination of Lender's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Loan Agreement, this Agreement shall terminate.

7. Duties of the Borrower. Borrower shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as Borrower deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Borrower's rights in the Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Lender's Right to Sue. After the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Lender for all Costs incurred by Lender in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Borrower and Lender and no failure or delay on the part of Lender to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other

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agreement, shall operate as a waiver of any of Lenders' rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Borrower and Lender.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Lender with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby appoints Lender and all Persons as Lender may designate, in its sole and absolute discretion, as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be revocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Lender and Borrower shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such 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 Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to Lender, for the benefit of Lender, and its nominees. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower. Borrower shall not assign its obligations hereunder without Lender's prior written consent.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with Section 13.15 of the Loan Agreement.


15. Duty of Lender. Lender shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any action necessary or preserve rights in the Trademarks or Licenses against any other Persons but may do so at their option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Secured Obligations secured hereby.

16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

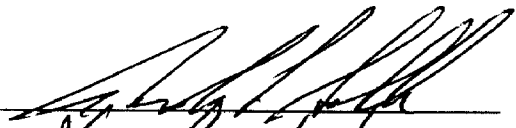
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IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes only as of the 25th day of September, 2001.

LITTELL ACQUISITION CORPORATION

By: 
Its: PRESIDENT

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: 
Its: Vice President