

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TQ: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
02 15 2002

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02 15 2002

Name Schear Financial Services, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Ohio

Receiving Party

Mark if additional names of receiving parties attached

Name Banco Popular North America

DBA/AKATA _____

Composed of _____

Address (line 1) 1600 West Lake Street

Address (line 2) _____

Address (line 3) Melrose Park

Illinois

60160

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization New York

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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FORM PTO-1618B
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number: (414) 277-5675

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2219242"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Marta S. Levine

Marta Levine

February 21, 2002

Name of Person Signing

Signature


Date Signed

AFFIDAVIT

STATE OF ILLINOIS)
)
COOK COUNTY)

The undersigned, being sworn, hereby deposes and says that:

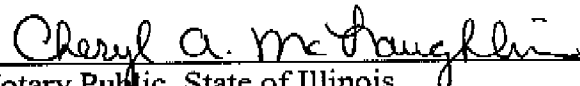
The attached photocopy of the Amended, Restated and Combined Pledge, Hypothecation and Security Agreement dated May 17, 2000, executed in favor of Banco Popular North America, is a true and correct copy of the original executed document.



Jason N. Kaplan

Personally came before me this 19th day of February, 2002 the above-named individual, to me known to be the person who executed the foregoing instrument and acknowledged the same.

(SEAL)



Notary Public, State of Illinois
My commission expires 9/10/2004



AMENDED, RESTATED AND COMBINED
PLEDGE, HYPOTHECATION AND SECURITY AGREEMENT

FOR VALUE RECEIVED and in consideration of the Indebtedness (as hereinafter defined) **SCHEAR FINANCIAL SERVICES, INC.**, an Ohio corporation, (the "undersigned") although not a Borrower (as hereinafter defined), but being a guarantor and intending to be legally bound by this Amended, Restated and Combined Pledge, Hypothecation and Security Agreement (this "Agreement"), hereby assigns, pledges, sets over, hypothecates and transfers to **BANCO POPULAR NORTH AMERICA**, formerly known as **BANCO POPULAR, ILLINOIS** ("Bank"), its successors and assigns, the following described collateral, and all present and future renewals, replacements, substitutions, increases in value, rollovers, and proceeds thereof, interest thereon, rights and accessions thereto, and certificates, instruments, and other evidences thereof whether now or hereafter arising (collectively, the "Collateral"), delivers the Collateral to Bank and agrees that Bank shall have, and hereby grants to and creates in favor of Bank, a security interest in and to the Collateral:

- A. 100 shares of common stock, no par value, of Cashland, Inc., an Ohio corporation, being 100% of the presently outstanding shares of such corporation; and
- B. Except for its shares of Schear Food Centers, Inc. and United Superstores, Inc., all of the undersigned's other property, wherever located, whether now or hereafter existing, owned, licensed, leased (to the extent of its ownership interest therein), arising and/or acquired, including without limitation all of the undersigned's: goods, chattels and intangibles now owned or hereafter acquired, including, without limitation, all present and future accounts receivable, all negotiable instruments, all inventory now owned or hereafter acquired, chattel paper, general tangibles, all office furniture and fixtures, office machines, all equipment now owned or hereafter acquired, including data processing, computer and telecommunication systems, all bullet resistant partitions, bullet resistant windows and frames, cage structure, protective steel paneling on all walls and ceilings, all electric sensors on all doors, walls and ceilings, all electric signs, baked enamel signs, lighting and electrical assemblies and fixtures, counters, cage doors, safes, adding machines, calculators, check-writing protectors and check writing signers, facsimile machines, photocopying machines, regiscopes, all air conditioning and heating units desks and chairs, cash drawers and change and money holders, and money counting machines, all other tangible property now owned or hereafter acquired, and all proceeds of the foregoing collateral, all other goods, machinery, equipment, tools and dies, accounts receivable, general intangibles, fixtures, leases, deposits, customer's lists, routes, patents and patent applications, trade marks and trade names, franchises, licenses, insurance policies, return insurance premiums, inventory, raw materials, work in process, finished goods, products of goods, returned and repossessed goods, documents, instruments and chattel paper now owned

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or hereafter acquired by the undersigned, by way of addition, accession, substitution, renewal or replacement and the proceeds of any sale, exchange, collection or other disposition of all inventory, raw materials, work in process, finished goods, returned and repossessed goods, accounts receivable contract rights and chattel paper;

as collateral security for all obligations of Lee Schear and Cashland, Inc., an Ohio corporation (collectively, "Borrower"), and/or the undersigned to Bank, arising directly or indirectly under or pursuant to the Business Loan Agreements dated December 17, 1998, executed by Borrower and Bank, as amended, including but not limited to the amendment of today's date entitled the Amended and Restated Combined Loan and Security Agreement (the "Loan Agreement") or any instrument or document executed in connection with the Loan Agreement or in connection with any other obligation of Borrower or the undersigned to Bank, whether now or hereafter existing, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due and whether owed as drawer, maker, endorser, guarantor, surety or otherwise, together with withdrawal penalties and all other penalties and costs associated with the collection of any of the foregoing and enforcing Bank's security interest in the Collateral (the "Indebtedness"). The undersigned acknowledges and understands that Bank is willing to make the loan to Borrower pursuant to the Loan Agreement only on the condition that the undersigned execute and deliver this Agreement to Bank, and the undersigned represents and warrants that it is directly related to, financially interested in, and will receive direct financial benefits as a result of Bank entering into the Loan Agreement with Borrower. This document amends and restates the Commercial Pledge and Security Agreements executed by the undersigned in favor of the Bank as of December 17, 1998.

1. The undersigned agrees that the undersigned may not grant any security interest in or make any pledge, transfer or assignments of, or withdrawal of money or other value from, the Collateral, except assignments, transfers, pledges and security interests in favor of Bank. For the purpose of perfecting Bank's security interest in the Collateral, the undersigned has delivered possession of the Collateral to Bank to hold as provided in this Agreement. The undersigned shall deliver to Bank such other documents evidencing the Collateral and perfecting the security interest granted hereunder as Bank shall request, including but not limited to executed and witnessed stock powers containing such signature guarantees as Bank desires. The undersigned shall bear the risk of loss of, damage to, or destruction of any certificate or other document evidencing the Collateral, whether or not in possession of Bank unless such loss is the result of Bank's negligence or misconduct. Bank shall be deemed to have exercised reasonable care in the custody and preservation of any certificate or other document in its possession if Bank takes such action for that purpose as Bank takes with respect to its own properties or takes such action for that purpose as the undersigned shall request in writing, provided that such requested action will not, in the judgment of Bank, impair the security interest in the Collateral created hereby or Bank's rights in or the value of the Collateral, but no omission

on the part of Bank to take any action, whether or not requested by the undersigned, shall of itself be deemed a failure to exercise reasonable care.

2. In the event of a default under the terms of any obligation secured hereby, including, but not limited to, an Event of Default under the Loan Agreement, as the same may be amended, modified or supplemented from time to time, or under this Agreement ("Event of Default"), Bank is hereby authorized to (i) redeem all or any portion of the Collateral (whether or not mature) for payment necessary to cure said Event of Default or to satisfy the entire outstanding amount of the Indebtedness (the "Transferred Collateral"), and/or (ii) transfer all or any portion of the Transferred Collateral into its own name or the name of its nominee or nominees, for the benefit of Bank, and thereafter receive, for the benefit of Bank, all monies paid on the Transferred Collateral, including principal and interest, exercise all rights, powers, privileges or preferences pertaining to the Transferred Collateral and otherwise act with respect to the Transferred Collateral as though it were the outright owner of the Transferred Collateral. In addition, Bank shall have with respect to the Collateral, or any portion thereof, the rights and remedies as are provided by the Illinois Uniform Commercial Code in effect on the date of this Agreement, as the same may be amended from time to time hereafter, at law, or in equity. Failure of Bank to exercise its rights hereunder upon the occurrence of any such Event of Default shall not affect Bank's ability to exercise such rights upon the subsequent occurrence of any such Event of Default. All sums received by Bank upon Bank's exercise of any of the aforesaid remedies shall be applied by Bank to the Indebtedness in any order as Bank reasonably determines in its sole and absolute discretion. The undersigned shall be entitled to be paid all interest, dividends and distributions earned on the Collateral and shall retain all voting rights until an Event of Default shall have occurred. Following the occurrence of an Event of Default, (i) all such interest, dividends and distributions shall be paid to Bank for application to the Indebtedness; (ii) the undersigned shall have no voting rights, and (iii) all voting rights shall be vested in Bank.

3. The undersigned will maintain insurance with respect to the Collateral to such extent, covering such risks and with such insurers as is usual and customary for businesses operating similar properties, and as is satisfactory to the Bank, including insurance for fire and other risks insured against by extended or comprehensive coverage, public liability insurance and workers' compensation insurance; and will designate the Bank as loss payee with a "Lender's Loss Payable" endorsement on any casualty policies and take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds of the Collateral. The undersigned hereby assigns all insurance proceeds to and irrevocably directs, while any Indebtedness remains outstanding, any insurer to pay to the Bank the proceeds of all such insurance and any premium refund; and authorizes the Bank to endorse the undersigned's name to effect the same, to make, adjust or settle, in the undersigned's name, any claim on any insurance policy relating to the Collateral; and, at

the option of the Bank, to apply such proceeds and refunds to the Indebtedness or to restoration of the Collateral, returning any excess to the undersigned.

4. Bank may, but shall not be required to, take such action from time to time as it deems appropriate to maintain or protect the Collateral; provided, however, that any such action of Bank shall not, in any manner whatsoever, impair or affect any liability hereunder, nor prejudice or waive nor be construed to impair, affect, prejudice or waive Bank's rights and remedies at law, in equity or by statute, nor release or discharge, nor be construed to release or discharge, Borrower or any guarantor or person or entity liable to Bank for the indebtedness, whether now existing or hereafter created or arising, howsoever evidenced. None of the following shall affect the indebtedness of Borrower with respect to Bank or Bank's rights with respect to the Collateral:

- (i) Acceptance or retention by Bank of any other property or interest in property as security for the Indebtedness;
- (ii) Release of all or any part of the Collateral; or
- (iii) Failure by Bank to resort to other security or pursue Undersigned or any other obligor liable for any of the indebtedness before resorting to the Collateral.

5. At any time any Indebtedness is outstanding:

- (i) The Bank may verify the Collateral in any manner, and the Undersigned shall assist the Bank in doing so. Bank shall have the right to notify the account debtors ("Account Debtors") under undersigned's accounts of the security interest of Bank, and/or of the assignment to Bank of the accounts upon which respective Account Debtors are liable to undersigned, and to notify such Account Debtors to make payment of such account or accounts directly to Bank. Bank shall have the right to take control of the proceeds of any of undersigned's accounts. Costs of collection and enforcement of undersigned's accounts shall be borne solely by undersigned as hereinafter provided in this Section. Undersigned irrevocably hereby makes and appoints Bank (and all persons designated by Bank for that purpose) as undersigned's true and lawful attorney and agent-in-fact, coupled with an interest, to endorse undersigned's name to checks, drafts, instruments and other items of payment, and/or proceeds of the Collateral;
- (ii) The undersigned hereby irrevocably appoints Bank or any agent thereof (designated by Bank for such purpose) its attorney-in-fact, coupled with an interest, in the undersigned's name, place and stead, and hereby authorizes

said attorney-in-fact to execute change of address forms with the Postmaster of the U.S. Post Office serving the address of undersigned, to open all envelopes addressed to undersigned and apply any payments therein contained to the Indebtedness, all of which the Bank may do at its option.

6. It is not intended that the provisions of this Agreement revoke, limit or diminish in any manner or degree whatsoever Bank's rights in and to the Collateral described herein, either arising or existing by operation of law or heretofore or hereafter granted to Bank by undersigned, including any right of set-off.

7. The undersigned represents and warrants to Bank that:

a. There exists no certificate of deposit, stock certificate, account, instrument, or other writing evidencing the Collateral other than that which is in the possession of Bank;

b. There is no action, suit, or proceeding at law or in equity now pending or, to the knowledge of undersigned, threatened by or against or affecting the Collateral or the creation of the Collateral or the undersigned's ability to assign the Collateral;

c. There exist no restrictions on the pledge of the Collateral to Bank, and undersigned has good and marketable title to undersigned's interest therein, free and clear of any security interest, lien or encumbrance except the interests created hereby;

d. The undersigned is the sole and lawful owner of the Collateral and is duly authorized to execute this Agreement; and

e. The undersigned is presently the only shareholder of Cashland, Inc.; other than Finova Mezzanine Capital, Inc. and/or Equitas, L.P. (the "Junior Lenders"), no person has the right to acquire any ownership interest in Cashland, Inc.; and, the Junior Lenders' combined portion of the outstanding stock of Cashland, Inc. shall never exceed 19%.

8. The undersigned waives any right to require Bank to proceed against Borrower or any other person, to proceed against or exhaust any collateral, or to pursue any other remedy prior to exercising Bank's rights under this Agreement. The undersigned further waives any defense which might otherwise arise by reason of any disability, discharge in bankruptcy, or other defense of Borrower or of any other person liable in respect of the Indebtedness. The undersigned agrees not to seek recourse against Borrower by subrogation or otherwise in the event that Bank exercises its rights and remedies hereunder until the Indebtedness has been paid to Bank in full. Until the Indebtedness has been paid to Bank in full, the undersigned shall have no right of subrogation, contribution, reimbursement, exoneration or indemnity against Borrower or any other party liable on the Indebtedness, and the undersigned irrevocably waives any

such rights (whether arising directly or indirectly, by operation of law or contract) and any right to enforce any remedy that Bank has or may hereafter have against Borrower or any other person and waives any benefit of any collateral now or hereafter held by Bank in respect of the Indebtedness.

9. This Agreement shall be continuing and shall bind the beneficiaries, heirs, personal representatives, successors and assigns of the undersigned, and each of them if more than one, and shall inure to the benefit of Bank, its successors and assigns, and in particular shall continue in full force and effect so long as any portion of the Indebtedness remains unpaid and no further Indebtedness may be incurred. Notwithstanding the foregoing, this Agreement shall terminate upon payment of the Indebtedness in full and Bank shall promptly return the Collateral to the undersigned.

10. The term "Borrower" as used in this instrument includes the individual or individuals, entity, association, partnership or corporation named herein as Borrower and, if more than one Borrower is listed above, all Indebtedness of each Borrower individually and collectively and (a) any successor individual or individuals, association, entity, partnership or corporation to which all or substantially all of the business or assets of said Borrower shall have been transferred, (b) in the case of a partnership Borrower, any new partnership which shall have been created by reason of the admission of any new partner or partners therein or the dissolution of the existing partnership by the death, resignation or other withdrawal of any partner, and (c) in the case of a corporate Borrower, any other corporation into or with which Borrower shall have been merged, consolidated, reorganized or absorbed.

11. The security interest granted to Bank in this Agreement shall at all times be a perfected first priority interest in the Collateral, prior and superior to the rights of all third parties in the Collateral existing on the date of this Agreement or arising in the future, except as otherwise may be provided in this Agreement. The undersigned will faithfully preserve and protect Bank's security interest in the Collateral and will do all such acts and things and will execute and deliver all such documents and instruments, including without limitation further pledges, assignments, security agreements, financing statements and continuation statements, as Bank in its reasonable discretion may deem necessary or advisable from time to time in order to preserve, protect and perfect said security interest.

12. Promptly upon becoming aware thereof, the undersigned will give Bank telephonic or telegraphic notice (with written confirmation set on the same or next business day) about any material adverse change in the assets, business, operations or financial condition of the undersigned or any development or occurrence which would materially and adversely affect the ability of the undersigned to perform its obligations under this Agreement.

13. This Agreement has been executed and delivered as a Illinois agreement and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of laws provisions of the State of Illinois.

14. The undersigned irrevocably (i) agrees that any suit, action, or other legal proceeding arising out of this Agreement shall be brought in the courts of record of the State of Illinois located in Cook County or the courts of the United States located in Cook County, State of Illinois; (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of such suit, action or proceeding in any of such courts.

15. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall for any reason be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

16. No delay or failure on the part of Bank in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of Bank under this Agreement are cumulative and not exclusive of any rights or remedies which Bank would otherwise have.

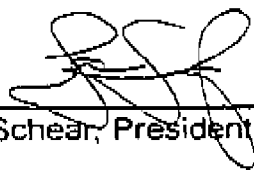
17. Bank and the undersigned may from time to time enter into agreements amending, modifying or supplementing this Agreement or changing the rights of Bank or of the undersigned under this Agreement, and Bank may from time to time grant waivers or consents to a departure from the due performance of the obligations of the undersigned hereunder. Any such agreement, waiver or consent must be in writing and must be signed by Bank and consented to in writing by the undersigned in the event that such agreement, waiver or consent affects the rights of the undersigned and will be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any provision of this Agreement, any Event of Default or event that with notice or with the passage of time or both would constitute an Event of Default ("Potential Default") so waived or consented to will be deemed to be cured and not continuing, but no such waiver or consent will extend to any other or subsequent Event of Default or Potential Default or impair any right consequent to any other or subsequent Event of Default or Potential Default.

18. The undersigned waives any right to trial by jury in any action on, relating to or mentioning this Agreement.

THE FOLLOWING PAGE IS THE EXECUTION PAGE



IN WITNESS WHEREOF, the undersigned and Bank, intending to be legally bound, have executed this document this 17th day of May, 2000 with the intention that this shall constitute a sealed instrument.

SCHEAR FINANCIAL SERVICES, INC.

By: 
Lee Schear, President

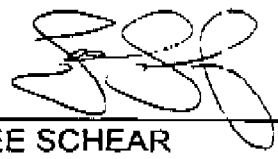
BANK:

BANCO POPULAR NORTH AMERICA


By: 
Title: 

Borrower does hereby acknowledge and consent to the execution of this Agreement.

BORROWER:



LEE SCHEAR

CASHLAND, INC.
By: 

Lee Schear, President

Schear Financial - Cashland
Amended Pledge, Hypothecation
and Security Agreement
554777.4