

4/4/02

04-04-2002



RE: **102042971**

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

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):

Atsoca, 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 Merger Security Agreement Change of Name Other

Execution Date: March 14, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal Address: 2 North

Street Address: 800 Connecticut Avenue

City: Norwalk State: CT Zip: 06854

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2018943,2436189, 419221,427242,1279189,1274332,1963114,

Additional number(s) attached Yes No

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

Name: Melissa Lopes-Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41) \$ 490.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Melissa Lopes

Name of Person Signing

Melissa Lopes

Signature

March 26, 2002

Date

Total number of pages including cover sheet, attachments, and document: 25

04/04/2002 6TGM11

00000224 2018943

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

40.00 OP 450.00 OP

01 FC:481 02 FC:482

TRADEMARK REEL: 002474 FRAME: 0541

**Schedule I**  
**(Continuation to Recordation Cover Sheet)**

**Additional Registration Numbers**

1966584

289204

1252353

2317357

2317358

740991

1296861

2089411

2109663

1918178

1918179

420607

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of March 14, 2002, is made by each of the grantors identified as such on the signature pages hereof (collectively referred to herein as "Grantors" and individually as a "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually as a Lender and as agent (in such capacity, "Agent") for itself and the Lenders from time to time signatory to the Credit Agreement, as hereinafter defined ("Lenders").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, the other persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on, and upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or advisable, under applicable law, to protect and perfect Agent's Lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor covenants and agrees with Agent, on behalf of itself and the Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) is reasonably likely to become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such

Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent simultaneous written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take all reasonable steps to cause cessation thereof, including without limitation, commencing suit for infringement, misappropriation or dilution and to recover any and all damages for such infringements, misappropriation or dilution, or otherwise obtain appropriate equitable relief, and shall take such other actions as Agent shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral 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.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced

in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

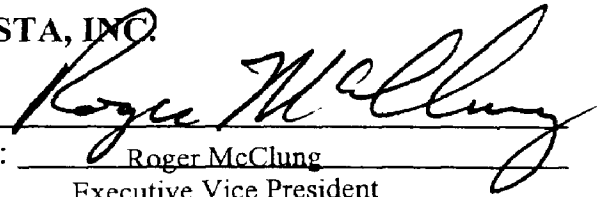
8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

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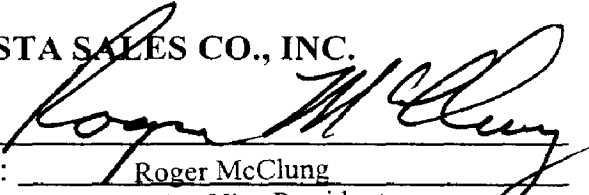
IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

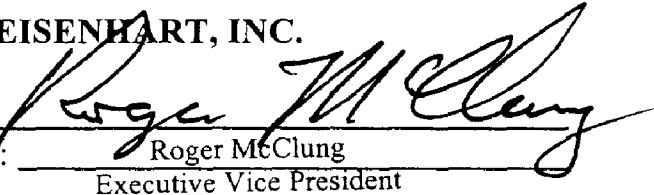
**ACOSTA, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

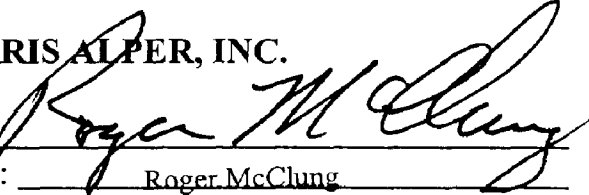
**ACOSTA SALES CO., INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

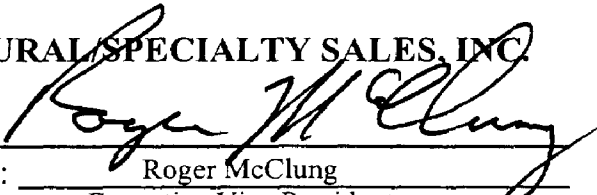
**PMI-EISENHART, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

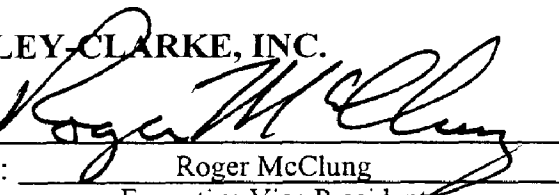
**MORRIS ALPER, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

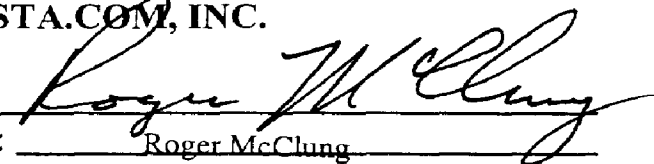
**NATURAL/SPECIALTY SALES, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

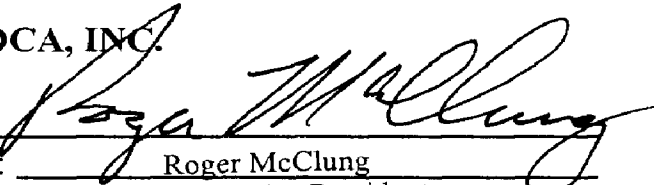
**KELLEY-CLARKE, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

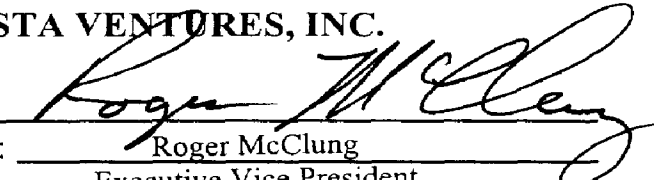
**ACOSTA.COM, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

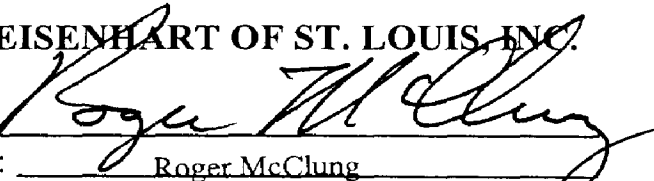
**ATSOCA, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

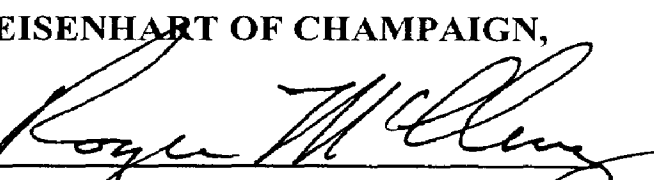
**ACOSTA VENTURES, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

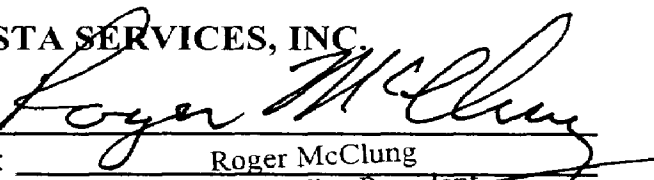
**PMI-EISENHART OF ST. LOUIS, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

**PMI-EISENHART OF CHAMPAIGN,  
INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

**ACOSTA SERVICES, INC.**

By:   
Name: Roger McClung  
Title: Executive Vice President

[SIGNATURE PAGES CONTINUED]



**ACCEPTED and ACKNOWLEDGED by:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By: Michael J. Reilly  
Name: Michael J. Reilly  
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acosta, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

**KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 5-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 20 02**

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acosta Sales Co., Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy A. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 6-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 20 02

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PMI-Eisenhart, Inc, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 5-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 20 02

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Morris Alper, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy A. Kelly  
Notary Public

**KATHY N. KELLY**  
**COMMISSIONER OF DEEDS**  
**CITY OF NEW YORK NO 5-1531**  
**CERTIFICATE FILED RICHMOND CO.**  
**COMMISSION EXPIRES JULY 18, 2002**

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Natural/Specialty Sales, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 5-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 20  
02

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Kelley-Clarke, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 5-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 2002

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared  
Roger McClung, proved to me on the basis of satisfactory evidence to be  
the person who executed the foregoing instrument on behalf of Acosta.Com, Inc., who  
being by me duly sworn did depose and say that he/she is an authorized officer of said  
corporation, that the said instrument was signed on behalf of said corporation as  
authorized by its Board of Directors and that he/she acknowledged said instrument to be  
the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 5-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 2002



ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Atsoca, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 5-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 20 02

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acosta Ventures, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 5-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 2002

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared  
Roger McClung, proved to me on the basis of satisfactory evidence to be  
the person who executed the foregoing instrument on behalf of PMI-Eisenhart of St.  
Louis, Inc., who being by me duly sworn did depose and say that he/she is an authorized  
officer of said corporation, that the said instrument was signed on behalf of said  
corporation as authorized by its Board of Directors and that he/she acknowledged said  
instrument to be the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 5-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 2002

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PMI-Eisenhart of Champaign, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 6-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 2002

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of March, 2002 before me personally appeared Roger McClung, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acosta Services, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy N. Kelly  
Notary Public

KATHY N. KELLY  
COMMISSIONER OF DEEDS  
CITY OF NEW YORK NO 5-1531  
CERTIFICATE FILED RICHMOND CO.  
COMMISSION EXPIRES JULY 18, 20 02

**Schedule 1**  
**Patents**

None

Schedule 2  
Trademarks

**TRADEMARKS/SERVICE MARKS OWNED BY ACOSTA, INC. AND THE OTHER CREDIT PARTIES**

<u>TRADEMARK/SERVICE MARK NAME</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>
ACOSTA	2,018,943	11/26/1996	Atsoca, Inc. <sup>1</sup>
ACOSTA-PMI	2,436,189	11/02/1998	Atsoca, Inc.
ANTLER	419,221	02/05/1946	Atsoca, Inc.
BLACK TOP (words/design)	427,242	02/04/1947	Atsoca, Inc.
COUPON ARAMA	1,279,189	05/22/1984	Atsoca, Inc.
COUPON ARAMA	1,274,332	04/17/1984	Atsoca, Inc.
EISENHART & ASSOCIATES (words/design)	1,963,114	03/19/1996	Atsoca, Inc.
EISENHART & ASSOCIATES (design only)	1,966,584	04/09/1996	Atsoca, Inc.
ESTAB. 1895 (words/design)	289,204	11/24/1931	Atsoca, Inc.
HONEY BOY	1,252,353	09/27/1983	Atsoca, Inc.
LEADING DISTRIBUTORS OF THE WORLD <sup>2</sup>	2,317,357	02/08/2000	Atsoca, Inc.
(THE) LEADING CONSUMER PRODUCTS DISTRIBUTORS OF THE WORLD <sup>2</sup>	2,317,358	02/08/2000	Atsoca, Inc.
PACIFIC MAID (words/design)	740,991	11/20/1962	Atsoca, Inc.
PMI	1,296,861	09/18/1984	Atsoca, Inc.
PMI (words/design)	2,089,411	08/19/1997	Atsoca, Inc.

<sup>1</sup> Atsoca, Inc.'s ownership of each of the foregoing registered marks has either been recorded in the United States Patent and Trademark Office or an application for the recordation of such ownership is now pending.

<sup>2</sup> Registered on the Supplemental Register.

<u>TRADEMARK/SERVICE MARK NAME</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>
PMI-EISENHART	2,109,663	10/28/1997	Atsoca, Inc.
SEA FEAST	1,918,178	09/12/1995	Atsoca, Inc.
SEA LIFE	1,918,179	09/12/1995	Atsoca, Inc.
TROLLING	420,607	04/23/1946	Atsoca, Inc.

<u>TRADEMARK/SERVICE MARK NAME</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>
HONEY BOY (Mexican Trademark)	524,817	03/30/1994	Atsoca, Inc.



**Schedule 3**  
**Copyrights**

None