

05-16-2002



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌

REC  
TU.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):

EI Acquisition Corporation

5.6.02

- ☐ 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: February 15, 2002

## 2. Name and address of receiving party(ies)

Name: Antares Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- ☐ 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) 1660186

Additional number(s) attached ☐ Yes ☒ No

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

Name: Goldberg Kohn et al.

Internal Address: Elizabeth Kostiuik

Street Address: 55 East Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

## 6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

OFFICE OF PUBLIC RECORDS  
 2002 MAY -6 AM 7:30  
 FINANCE SECTION

DO NOT USE THIS SPACE

## 9. Signature.

Elizaebth Kostiuik

Name of Person Signing

*Elizabeth Kostiuik*  
 Signature

May 6, 2002

Date

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

TRADEMARK  
 REEL: 002506 FRAME: 0369

**PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 15<sup>th</sup> day of February, 2002 by and between EI Acquisition Corporation, a Delaware corporation ("Borrower"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

**WITNESSETH**

WHEREAS, pursuant to a certain Credit Agreement of even date herewith by and among Borrower, Agent and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, a certain Security Agreement of even date herewith between Agent and Borrower (the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in certain of Borrower's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

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

1. Incorporation of Security Agreement; Credit Agreement Definitions.  
The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right

to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Borrower hereby assigns, transfers and conveys, effective upon the occurrence of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by Borrower. Borrower shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Borrower subsequent to the issuance of

the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

EI ACQUISITION CORPORATION

By Nicholas  
Its Asst. Sec.

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,  
as Agent

By [Signature]  
Its Director

**SCHEDULE A**

**PATENTS**

None

**SCHEDULE B****COPYRIGHT REGISTRATIONS**

<b>TITLE OF WORK</b>	<b>OWNER INFORMATION</b>	<b>REG. NUMBER</b>
Ecker's 1953-92 parts and accessories supplement: catalog no. 332	Eckler Industries, LLC	TX3298163
Eckler's Corvette parts: catalog/accessories division - no. 1	Eckler Industries, LLC	TX2229403
Eckler's Corvette parts: catalog/accessories division - no. 1	Eckler Industries, LLC	TX2302746
Eckler's Corvette parts: catalog 8A	Eckler Industries, LLC	TX248863
Eckler's Corvette parts: catalog/accessories division - no. 1	Eckler Industries, LLC	TX1150491
Eckler's Corvette parts: catalog/accessories division - no. 1	Eckler Industries, LLC	TX1170004
Eckler's Corvette parts: catalog/accessories division - no. 1	Eckler Industries, LLC	TX1385611
Eckler's Corvette parts: catalog/accessories division - no. 1	Eckler Industries, LLC	TX1565391
Eckler's Corvette parts: catalog/accessories - no. 1	Eckler Industries, LLC	TX1859869
Eckler's Corvette parts: spray putty: no. R-907	Eckler Industries, LLC	TX304710
Eckler's Corvette parts: bonding adhesive: no. R-901.	Eckler Industries, LLC	TX304711
Eckler's Corvette parts: catalog/accessories division - no. 1	Eckler Industries, LLC	TX125006
Eckler's Corvette parts: catalog/accessories division - no. 1	Eckler Industries, LLC	TX251851
Eckler's Corvette parts: catalog/accessories division - no. 1	Eckler Industries, LLC	TX325982

Eckler's Corvette parts: catalog/accessories division – no.1	Eckler Industries, LLC	TX442849
Eckler's Corvette parts: fiberglass division	Eckler Industries, LLC	TX119752
Eckler's Corvette parts technical bulletin: no.114	Eckler Industries, LLC	TX641867
Eckler's Corvette parts technical bulletin: no.115	Eckler Industries, LLC	TX641868
Eckler's Corvette parts: vinyl paint: 32 fl.oz. (1 qt)	Eckler Industries, LLC	TX641869
Eckler's Corvette parts: vinyl paint: 16 fl.oz. avd.	Eckler Industries, LLC	TX641870
Eckler's Corvette parts technical bulletin: no.117	Eckler Industries, LLC	TX641871
Eckler's Corvette parts and accessories catalog	Eckler Industries, LLC	TX3049841
Eckler's Corvette parts and accessories catalog	Eckler Industries, LLC	TX3497347
Eckler's Corvette and accessories catalog	Eckler Industries, LLC	TX3538743
Eckler's Corvette parts and accessories catalog	Eckler Industries, LLC	TX2466282
Eckler's Corvette parts and accessories catalog	Eckler Industries, LLC	TX2574501
Eckler's Corvette parts and accessories catalog	Eckler Industries, LLC	TX2662852
Eckler's Corvette parts and accessories catalog	Eckler Industries, LLC	TX2751166
Eckler's motoring accessories: Camaros, Firebirds, Z28's, Trans Am's: catalog	Eckler Industries, LLC	TX2220101
Eckler's motoring accessories: Camaros, Firebirds, Z28's, Trans Am's: catalog	Eckler Industries, LLC	TX1690236
Eckler's motoring accessories: Camaros, Firebirds, Z28's, Trans Am's: catalog	Eckler Industries, LLC	TX1882588



Eckler's quality parts & accessories for Camaros: Camaro IROC Z-28, spring/summer 1990	Eckler Industries, LLC	TX2886615
Eckler's supplement catalog	Eckler Industries, LLC	TX3584582
Eckler's 1958-82 Corvette parts and accessories catalog, spring/summer 1990	Eckler Industries, LLC	TX2840369
Eckler's 1984-90 Corvette parts and accessories catalog, spring/summer 1990	Eckler Industries, LLC	TX2840370
Eckler's 1953-82 Corvette restoration parts catalog: no.350	Eckler Industries, LLC	TX2858767
Eckler's 1953-2000 Corvette parts and accessories, 2000 spring/summer catalog no.120	Eckler Industries, LLC (d/b/a Ecklers)	TX5193896
Installation instructions for C-514 (73-74) and C-614 (75-78) front bumper replacement panel: Technical bulletin no.106	Eckler Industries, LLC	TX186529
Technical bulletin	Eckler Industries, LLC	TX189630
Technical bulletin	Eckler Industries, LLC	TX189631
Technical bulletin	Eckler Industries, LLC	TX191249
Technical bulletin	Eckler Industries, LLC	TX191250
The most complete line of Corvette parts and accessories: catalog 11	Eckler Industries, LLC	TX574502
The most complete line of Corvette parts and accessories: catalog 12	Eckler Industries, LLC	TX717674
Eckler's Corvette Parts: catalog/Accessories Division - No. 1	Eckler's Corvette Parts, a division of Eckler Industries, Inc.	TX2071357
Eckler's Corvette Parts & Accessories Catalog fall 88-winter 89	Eckler Industries, Inc.	TX2466283
Eckler's Corvette Parts & Accessories catalog spring-summer 89	Eckler Industries, Inc.	TX2545258
Eckler's Corvette parts & accessories catalog (Covers	Eckler Industries, Inc.	TX3062995

1953-82)		
Eckler's 1953-2002 Corvette Parts & Accessories 2001 Fall/Winter Catalog No. 2101		
Eckler's 1953-2000 Corvette Parts & Accessories 2000 Fall/Winter Catalog No. 290		TX5406578
Eckler's 1953-2001 Corvette Parts & Accessories 2001 Spring/Summer Catalog No. 131		
Eckler's 1953-1999 Corvette Parts & Accessories: 1999 Spring/Summer Catalog No. 129	Eckler Industries, LLC	TX5277248
Eckler's Corvette Parts and Accessories Catalog No. 128A		TX4938523
Eckler 1953-92 Parts and Accessories Supplement: Catalog No.43		

**SCHEDULE C**

**TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>FILING DATE</b>	<b>STATUS</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>FIRST USE DATE</b>
ECKLER'S	07/06/1990	Registered	74-076108	1660186	May 08, 1975