

06-17-2002



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VER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, ... rd the attached original documents or copy thereof.

1. Name of conveying party(ies):
Arrow Group Industries, Inc.
1680 Route 23 North
Wayne, NJ 07474

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other

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

6-10-02

2. Name and address of receiving party(ies)
Name: **The CIT Group/Business Credit, Inc., as Agent**
Internal Address:
Street Address: **300 South Avenue, 3rd Floor**
City: **Los Angeles** State: **California** ZIP: **90071**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____

Corporation-State **New York**
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **May 29, 2002**



06-10-2002

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

4. Application number(s) or patent numb
A. Trademark Application No.(s)
B. Trademark Registration No.(s)

Additional numbers attached? Yes No

1,047,993
2,216,709; 1,291,825, 1,206,943
1,206,944
1,206,945

5. Name and address of party to whom correspondence concerning document should be mailed:
Ana B. Acob
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address:
Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 20-0052
(Attach duplicate copy of this page if paying by deposit account)

06/14/2002 LINDLER 00000040 200052 2216709

01 EC:481 40.00 CH
02 FC:482 125.00 CH

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.
Ana B. Acob
Name of Person Signing
Christine E. Wilson Signature
June 6, 2002 Date

Total number of pages including cover sheet, attachments, and document: 6

Schedule A

Trademarks

U.S. Federal Trademarks in the name of "Arrow Group Industries, Inc."

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrow Group Industries, Inc.	EZEE SHED	2,216,709	January 5, 1999

U.S. Federal Trademarks in the name of "Arrow Acquisition, Inc."¹

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrow Acquisition, Inc.	YARDSAVER	1,291,825	August 8, 1984
Arrow Acquisition, Inc.	STORETTE	1,047,993	September 14, 1976
Arrow Acquisition, Inc.	ARROW WORLD'S LEADING MAKER OF STORAGE BUILDINGS & Design	1,206,943	September 7, 1982
Arrow Acquisition, Inc.	ARROW & Design	1,206,944	September 7, 1982
Arrow Acquisition, Inc.	ARROW	1,206,945	September 7, 1982

¹ The Company was formerly known as "Arrow Acquisition, Inc."

Canadian Trademarks in the name of "Arrow Group Industries, Inc."

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrow Group Industries, Inc.	EZEE SHED	TMA 553,849	September 29, 2000
Arrow Group Industries, Inc.	PERMAPLATE & DESIGN	1,117,767	October 5, 2001

French Trademark in the name of "Arrow Group Industries, Inc."

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrow Group Industries, Inc.	ARROW & Design	1,678,307	July 11, 1991

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ARROW GROUP INDUSTRIES, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Arrow Group Industries, Inc., a Delaware corporation ("**Company**"), has entered into a Financing Agreement dated as of May 29, 2002 (said Financing Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Financing Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Financing Agreement from time to time, the "**Lenders**"), and The CIT Group/Business Credit, Inc., as Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Financing Agreement, to extend certain credit facilities to Company; and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 29, 2002 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Financing Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 29, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including,

without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of May, 2002.

ARROW GROUP INDUSTRIES, INC.

By: 

Name: GEORGE J. SMITH

Title: PRESIDENT