

06-17-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 03-31-2002)

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TRADEMARKS ONLY

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):

Michael Weinig, Inc.

6-11-02

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

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

3. Nature of conveyance:

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

Execution Date: 6/10/2002

2. Name and address of receiving party(ies)

Name: Landesbank Baden-Wuerttemberg

Internal

Address:

Street Address: Friedrichstrasse 24

City: Stuttgart, Germany State: Zip: D-70174

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other German Bank

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) 76387631

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Jolie Tenholder

Internal Address:

Street Address: 100 N. Tryon St., Suite 2800

City: Charlotte State: NC Zip: 28202

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:

DO NOT USE THIS SPACE

9. Signature.

Jolie Tenholder

Name of Person Signing

Jolie Tenholder
Signature

6/10/02
Date

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

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

06/14/2002 AMMED1 00000000 76387631

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40.00 DP

TRADEMARK
REEL: 002526 FRAME: 0007



SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 10th, 2002 is made by Michael Weinig, Inc., a North Carolina corporation (the "Company"), in favor of Landesbank Baden-Württemberg, as collateral agent (the "Collateral Agent") for the Lenders pursuant to the Kreditvereinbarung, (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Kreditvereinbarung"), dated September 1, 2001 among Michael Weinig AG, Weinig International AG, and Landesbank Baden-Württemberg and the other various lending institutions as are, or may from time to time become, parties thereto (collectively the "Lenders").

WITNESSETH:

WHEREAS, the Company is a wholly owned subsidiary of Michael Weinig AG and will receive not insubstantial benefits from the Kreditvereinbarung and the loans and credits to be made or issued thereunder;

WHEREAS, as a condition to the continuation of the Commitments under the Kreditvereinbarung, the Company is required to execute and deliver the Security Agreement (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto the "Security Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement) dated as of June 10th, 2002, made by the Company, in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Collateral Agent a continuing security interest in all Intellectual Property Collateral, including the Trademark Collateral; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Commitments and other financial accommodations pursuant to the Kreditvereinbarung, the Company agrees, for the benefit of the Collateral Agent and the Lenders, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademark Collateral (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Secured Obligations.

Purpose. This Agreement has been executed and delivered by Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is

expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies thereunder) shall remain in full force and effect in accordance with its terms.

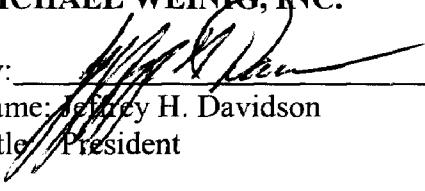
Acknowledgment. Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MICHAEL WEINIG, INC.

By: 
Name: Jeffrey H. Davidson
Title: President

LANDESBANK BADEN-WÜRTTEMBERG,
as Collateral Agent

By: _____
Name: Dr. Arno Stratmann
Title: Vice President

By: _____
Name: Annette Schmolz
Title: Key Account Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MICHAEL WEINIG, INC.

By: _____
Name: Jeffrey H. Davidson
Title: President

LANDESBANK BADEN-WÜRTTEMBERG,
as Collateral Agent

By: Ar. Stratmann
Name: Dr. Arno Stratmann
Title: Vice President

By: A. Schmolz
Name: Annette Schmolz
Title: Key Account Manager

STATE OF) NORTH CAROLINA
)
COUNTY OF) ~~IREDELL~~ MECKLENBURG

On the 10th day of June, 2002, before me personally came Jeffrey H. Davidson, who is personally known to me to be the President of Michael Weinig, Inc., a North Carolina corporation, who, being duly sworn, did depose and say that he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Rhonda M. Sutphin
Notary Public

Commission Expires May 4, 2004

(PLACE STAMP AND SEAL ABOVE)

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SCHEDULE A
MICHAEL WEINIG, INC.

<u>Title</u>	<u>Trademark Serial Number</u>
VALU-RIP	76387631

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