

06-19-2002

ET

Docket No.:



Y

Tab settings

To the Honorable Commissioner of Pa

102126751

attached original documents or copy thereof.

1. Name of conveying party(ies):

Textstyle, Inc.

- Individual(s)
- General Partnership
- Corporation-State Kentucky
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: May 31, 2002

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

Name: Fifth Third Bank

Internal Address:

Street Address: 38 Fountain Square Plaza

City: Cincinnati State: OH ZIP: 45263

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Ohio Banking Corporation

If assignee is not domiciled in the United States, a domestic designation is Yes N

(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/776,050 75/714,635

B. Trademark Registration No.(s)

2,210,321 1,999,993 1,823,765
1,371,353

Additional numbers Yes No

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

Name: Jean-Marc Brun, Esquire

Internal Address:

Vorys Sater Seymour and Pease, LLP

Street Address: 1828 L Street, N.W.; 11th Floor

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):.....\$ \$165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

22-0585

06/18/2002 LHWELLER 00000258 75776050

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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.

Jean-Marc Brun

Name of Person Signing

Signature

June 13, 2002

Date

Total number of pages including cover sheet, attachments, and

10 TRADEMARK

REEL: 002528 FRAME: 0060

A FIFTH THIRD BANCORP BANK

TRADEMARK SECURITY AGREEMENT

TEXSTYLE, INC., a Kentucky corporation, whose principal place of business and mailing address is 5555 Murray Avenue, Suite A, Cincinnati, Ohio 45227 (hereinafter "Debtor"), hereby grants to Fifth Third Bank, an Ohio banking corporation, for itself and as agent for any affiliate of Fifth Third Bancorp (hereinafter collectively, "Secured Party"), a continuing security interest in and to, and hereby assigns to Secured Party as collateral, all of the "Trademark Collateral", as defined in paragraph 2 of this Agreement.

1. OBLIGATIONS: The security interest hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Credit Agreement dated of even date herewith between Debtor and Fifth Third Bank (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

2. TRADEMARK COLLATERAL: The trademark collateral in which a security interest is hereby granted comprises collectively (i) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the "Trademarks"); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to each of the Trademarks throughout the world; (vi) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in paragraph 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (vii) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing (all of the foregoing being, collectively, the "Trademark Collateral"). Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral (as hereinafter defined) for purposes of this Agreement.

3. DEFINITIONS:

(a) “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superceded from time to time. The “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superceded from time to time.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. LICENSES:

(a) Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in paragraph 4(b). Secured Party shall not be under any obligation to consent to a Trademark License unless it is necessary or appropriate in the ordinary course of Debtor’s business as presently conducted by it and so long as no Event of Default has occurred.

(b) If an Event of Default occurs, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Secured Party’s satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Trademark Licenses will immediately revert with the licensees on the cessation of the Event of Default subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Fifth Third Bank to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are, and will continue throughout the term of the Credit Agreement to be, true:

(a) Except for the security interest hereby granted and as otherwise disclosed in Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise have the right to grant a security interest in the Trademark Collateral, free from any Lien except to the extent, if any, of Permitted Liens;

(b) Debtor has full right to grant the security interest hereby granted; and that Debtor shall defend the Trademark Collateral and each and every part thereof against all claims of all Persons at any time claiming any of the Trademark Collateral or claiming any interest therein adverse to Secured Party except to the extent, if any, of Permitted Liens;

(c) Each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and, to Debtor's knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable. Debtor has notified Secured Party in writing of all prior uses of any item of the Trademark Collateral of which Debtor is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral;

(e) Reasonable and proper statutory notice has been used in connection with the use of each registered trademark and service mark;

(f) The Trademark License Rights are in full force and effect, and Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, might constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (a) for the grant by Debtor of the liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (b) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:

(a) Until the Obligations are fully paid, performed and satisfied and this Agreement is terminated, Debtor will:

(i) furnish to Secured Party upon Secured Party's request a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other reports in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and, further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(ii) should it obtain an ownership interest in any Trademark License Rights or Trademarks, which is not now identified in Schedule I, (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of paragraph 2 shall automatically apply to the Trademark

License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this paragraph 6(b);

(iii) take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its businesses, Debtor agrees to take corresponding steps with respect each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business;

(iv) notify Secured Party immediately in writing of any information which Debtor has or may receive which might in any way adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto;

(v) notify Secured Party immediately when Debtor learns (i) that any item of the Trademark Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (iii) that Debtor is or potentially could be in default of any of the Trademark License Rights;

(vi) notify promptly Secured Party, should Debtor become aware that any of the Trademark Collateral is infringed or misappropriated by any Person, and will, if necessary under the circumstances, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(vii) not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral, except (a) as expressly permitted by the Credit Agreement or (b) as expressly permitted by this Agreement; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that could impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(viii) will continue to use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered trademark or service mark; and

(ix) pay all expenses and reasonable attorneys' fees of Secured Party; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and any other collateral given to Secured Party.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement. Debtor: i) specifically authorizes Secured Party as its true and lawful attorney in fact to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein; ii) specifically authorizes Secured Party to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name or the name of any nominee), and iii) (a) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (b) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (c) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.

8. DEFAULT: If an Event of Default occurs, then, in any such event, Secured Party may, without further notice to Debtor, at Secured Party's option, declare any Note and any or all of the Obligations to become immediately due and payable in its aggregate amount. Secured Party may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a Secured Party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party, (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to the Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person and exercise any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale only when they are actually received by Secured Party, any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Debtor will supply to Secured Party or its designee Debtor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services

relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, Secured Party may apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default. Moreover, Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to, (a) prepare any of the Trademark Collateral for sale, (b) pursue any Person to collect any of the Obligations or (c) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement contains the entire Agreement of the parties with respect to the subject matter of this Agreement and no oral Agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby authorizes Secured Party to file a copy of this Agreement as a financing statement with government authorities necessary to perfect Secured Party's security interest in the Trademark Collateral. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any creditor, landlord or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Exhibits and Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Secured Party's Lien on, the "Collateral" as defined in the Security Agreement, or the Secured Party's remedies respecting the "Collateral."

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) Debtor authorizes any attorney of record to appear for it in any court of record in the State of Ohio, after maturity of the Obligations, whether by its terms or upon default, acceleration or otherwise, to waive the issuance and service of process, and release all errors, and to confess judgment against it in favor of Secured Party for the outstanding Obligations together with interest, charges, court costs and attorneys' fees. Stay of execution and all exemptions are hereby waived. If this Agreement or any Obligation is referred to an attorney for collection, and the payment is obtained without the entry of a judgment, Debtor shall pay to Secured Party or any then holder of the Obligations its attorneys' fees. DEBTOR AGREES THAT AN ATTORNEY WHO IS COUNSEL TO SECURED PARTY OR ANY OTHER HOLDER OF SUCH OBLIGATION MAY ALSO ACT AS ATTORNEY OF RECORD FOR DEBTOR WHEN TAKING THE ACTIONS DESCRIBED ABOVE IN THIS PARAGRAPH. DEBTOR AGREES THAT ANY ATTORNEY TAKING SUCH ACTIONS MAY BE PAID FOR THOSE

SERVICES BY SECURED PARTY OR HOLDER OF SUCH OBLIGATION. DEBTOR WAIVES ANY CONFLICT OF INTEREST THAT MAY BE CREATED BECAUSE THE ATTORNEY REPRESENTING DEBTOR IS BEING PAID BY SECURED PARTY OR THE HOLDER OF SUCH OBLIGATION.

This Security Agreement (this "Agreement") is made and dated as of May 31, 2002.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

FIFTH THIRD BANK

By: Daniel G. Fuller
Name: Daniel Fuller
Title: Vice President

TEXSTYLE, INC.

By: Michael D. Grotz
Name: MICHAEL GROTZ
Title: CEO

STATE OF OHIO,
COUNTY OF HAMILTON, SS:

I, Hani R. Kallas, a Notary Public, of Saran County, Ohio do hereby certify that Michael D. Grotz, CEO of TexStyle, Inc., a Kentucky corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of TexStyle, Inc.

Witness my hand and official seal, this the 31st day of May, 2002.

Hani R. Kallas
Notary Public

My commission expires:



HANI R. KALLAS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date: Section 147.03 O.R.C.

SCHEDULE I

TRADEMARKS

Trademark	Application Serial No.	Filing Date	Registration No.	Registration Date
SHOWERART	75/287537	05/06/1997	2,210,321	12/15/1998
SNAPUPS (Stylized)	75/006724	10/17/1995	1,999,993	09/10/1996
SNAPUPS	74/280091	06/01/1992	1,823,765	02/22/1994
TEXSTYLE & Design	73/406119	12/15/1982	1,371,353	11/19/1985

TRADEMARK APPLICATIONS

Trademark	Application Serial No.	Filing Date
LIFE STYLE & Design	75/776050	08/13/1999
LIFE & STYLE	75/714635	05/27/1999