

07-01-2002

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



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

102140404

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TOPPERS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Pennsylvania
☐ 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 5, 1999

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal _____

Address: _____

Street Address: 311 S. 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) 75/269657

350,843

B. Trademark Registration No.(s) 1,897,513
1,788,250

1,833,879; 1,831,374

Additional number(s) attached ☐ Yes ☒ No

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

Name: Elizabeth Burns

Internal Address: Latham and Watkins

Street Address: Sears Tower

233 S. Wacker Dr., Suite 5800

City: Chicago State: IL Zip: 60606

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:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth J. Burns

Name of Person Signing

Elizabeth B.
Signature

6-28-02

Date

Total number of pages including cover sheet, attachments, and document: 5

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

07/02/2002 TDIAZ1 00000009 75269657

01 FC:481
02 FC:482

40.00 OP
125.00 OP

TRADEMARK
REEL: 002535 FRAME: 0436

TRADEMARK SECURITY AGREEMENT

WHEREAS, TOPPERS, INC., a Pennsylvania corporation ("Grantor") owns the registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, CORVEST PROMOTIONAL PRODUCTS, INC., a Florida corporation ("Borrower"), has entered into a Credit Agreement dated as of March 5, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with ANTARES CAPITAL CORPORATION, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders") and as a Lender, and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Guaranty dated as of March 5, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), by Grantor and certain other subsidiaries of Borrower in favor of Agent and the Lenders, Grantor has guaranteed the "Obligations" (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 5, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, certain other subsidiaries of Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "Trademarks" (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;


but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interest in the Trademark 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.

[remainder of page intentionally blank]

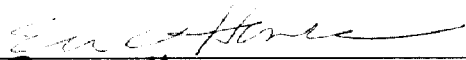
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 5 day of March, 1999.

TOPPERS, INC.,
a Pennsylvania corporation

By: 
Name: Donald Polli
Title: Vice President

Acknowledged:

ANTARES CAPITAL CORP.,
a Delaware corporation, as Agent

By: 
Name: Eric Hansen
Title: Director

SCHEDULE I
To Trademark Security Agreement

Owner: Toppers, Inc.

Toppers	1,897,513	06/06/1995
Toppers	1,788,250	08/17/1993
T-I	1,833,879	05/03/1994
Toppers & Design	1,831,374	04/19/1994
Cocked Hat Design	Application No. 75/269657	First Request for Extension of time for filing statement of use filed so that the deadline is extended from January 14, 1999 to July 14, 1999.
Topper's	Application No. 350,843	N/A