

07-02-2002



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TRADEMARKS ONLY

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

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

Tab settings ⇨ ⇨ ⇨

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

72-8

1. Name of conveying party(ies): 7-2-02
Winaukee Operating Co., LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LLC
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Bank of New York
Internal
Address: _____
Street Address: 123 Main Street
City: White Plains State: N.Y. Zip: 10602
 Individual(s) citizenship
 Association Banking
 General Partnership
 Limited Partnership
 Corporation-State
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: 6/13/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
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: _____
Address: _____
RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004
City: _____ State: _____ Zip: _____

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:
(Attach duplicate copy of this page if paying by deposit account)

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.
Judy Crowder, As Agent
Name of Person Signing Judy Crowder, As Agent 6/27/02
Signature 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

07/03/2002 6TON11 00000074 76104324
01 FC:481 40.00 DP

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a New York limited liability company (the "**Grantor**"), is obligated to THE BANK OF NEW YORK, (the "**Secured Party**"), and has entered into a Security Agreement, dated as of June 13, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are or will be registered in the United States Patent and Trademark Office (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks and any applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

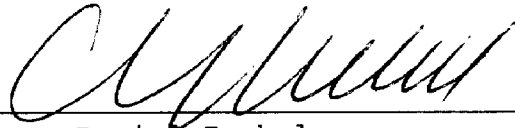
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 123 Main Street, White Plains, New York 10602.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 13th day of June, 2002.

WINAUKEE OPERATING CO., LLC

By: 

Name: Daniel Zenkel

Title: President of CampGroup, LLC,
it's Sole Member

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of June 13, 2002

3 New King Street

Winaukee Operating Co., LLC

Registered Owner:

<u>ID</u>	<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
339	United States	CAMP WINAUKEE	041	76/184324	12/20/00			Pending application