

09-03-2002

8-2907



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

102209637

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

1. Name of conveying party(ies):

United Design Corporation

- 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: July 29, 2002

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation (Southwest)

Internal

Address:

Street Address: 1201 Main Street, Ste.1625

City: Dallas State: TX Zip: 75251

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- 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)

B. Trademark Registration No.(s) 1,497,752;

1,530,910; 1,721,986;

Additional number(s) attached Yes No

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

Name: George M. Borababy

Internal Address:

Street Address: Patton Boggs LLP

2550 M Street, N.W.

City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 3.41).....\$ 1,240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0709

DO NOT USE THIS SPACE

9. Signature.

09/03/2002 DBYRNE 00000010 1497752

01 FD:421
02 FD:442

George M. Borababy 40.00 DP
1200.00 DP

Name of Person Signing

George M. Borababy
Signature

8/27/02

Date

11

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

TRADEMARK
REEL: 002566 FRAME: 0008

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Continuation Of Trademark Registration Numbers:

- | | |
|-------------|-------------|
| • 1,715,863 | • 2,095,702 |
| • 1,715,988 | • 2,100,892 |
| • 1,806,996 | • 2,120,431 |
| • 1,826,392 | • 2,120,464 |
| • 1,833,855 | • 2,129,568 |
| • 1,837,536 | • 2,131,376 |
| • 1,841,741 | • 2,136,571 |
| • 1,844,475 | • 2,181,607 |
| • 1,863,764 | • 2,179,632 |
| • 1,868,398 | • 2,186,842 |
| • 1,878,688 | • 2,239,920 |
| • 1,884,991 | • 2,247,435 |
| • 1,902,734 | • 2,271,165 |
| • 1,906,106 | • 2,278,771 |
| • 1,927,509 | • 2,292,226 |
| • 1,950,196 | • 2,310,557 |
| • 1,971,518 | • 2,310,895 |
| • 2,020,124 | • 2,317,857 |
| • 1,993,370 | • 2,327,638 |
| • 2,051,966 | • 2,400,398 |
| • 2,053,947 | • 2,450,236 |
| • 2,074,791 | • 2,519,472 |
| • 2,074,792 | |
| • 2,079,454 | |

TRADEMARK SECURITY AGREEMENT

WHEREAS, UNITED DESIGN CORPORATION, an Oklahoma corporation (“Grantor”), owns the Trademarks, Trademark 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, Grantor, and CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation, (“Grantee”), are parties to a Loan and Security Agreement dated July 29, 2002 (as the same may be amended and in effect from time to time, the “Loan Agreement”), providing that Grantee will make certain loans to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof including, without limitation, those described in Schedule 1 annexed hereto; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; (f) all goodwill associated with and symbolized by any of the foregoing (items (a)-(f) above collectively referred to hereto as “Trademark”); (g) Trademark registrations, (h) Trademark applications and (i) any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements described in Schedule 1 annexed hereto, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 extension 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 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.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of July, 2002.

UNITED DESIGN CORPORATION

By: _____
Michael A. Coolbroth
Chief Executive Officer and President

ACKNOWLEDGED AND ACCEPTED
ON THE DATE FIRST WRITTEN
ABOVE:

CONGRESS FINANCIAL CORPORATION (SOUTHWEST)

By: 
Name: _____
Title: _____

ACKNOWLEDGEMENT

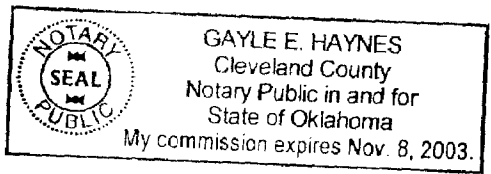
STATE OF Oklahoma §

COUNTY OF Cleveland §
§

On this 29 day of July, 2002, before me personally appeared Michael A. Coolbroth, to me known to be the Chief Executive Officer and President of UNITED DESIGN CORPORATION, an Oklahoma corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Gayle E Haynes
Notary Public in and for the State of Oklahoma
Printed Name: GAYLE E. HAYNES
Commission Expires: 11-08-2003



Comm. #99018269 Expires Nov. 8, 2003

009090.0184:204453.03