

11-01-2002

RECORD



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

10-11-02

TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>The Enrich Corporation 748 North 1340 West Orem, Utah 84057</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State of Utah  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other Corrective assignment to change the nature of the conveyance from assignment to security agreement</p> <p>Execution Date: <u>February 6, 1997</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Madeline L.L.C.</u></p> <p>Internal Address: <u>450 Park Avenue</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p> <p>Additional name(s) &amp; Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or registration number(s):

A. Trademark Application No.(s): N/A

B. Trademark registration No.(s): 1,996,188; 1,979,799; 1,996,214; 1,865,553; 1,898,538; 2,005,214

Additional numbers attached?  Yes  No

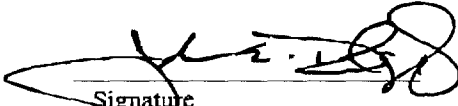
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Preston C. Regehr, Esq.</u></p> <p>Internal Address: <u>PARSONS BEHLE &amp; LATIMER</u></p> <p>Street Address: <u>201 South Main Street, Suite 1800</u></p> <p>City: <u>Salt Lake City</u> State: <u>Utah</u> Zip: <u>84111</u></p>	<p>6. Total number of applications and registrations involved: ..... <u>6</u></p> <p>7. Total Fee (37 CFR 3.41): ..... <u>\$285.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>50-0581</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

Charge 215

9. Statement and signature.

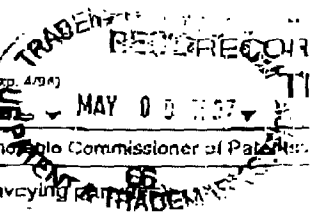
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John E. Delaney                                            10/11/02

Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 1

Form 10-1994  
4-6-92  
0 P.O. 0651-0011 (Rev. 4/94)



05-20-1997

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents:

Original documents or copy thereof.

Name of conveying party:  
The Enrich Corporation  
748 North 1340 West  
Orem, UT 84057  
*59-97*

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

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

Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: February 6, 1997

2. Name and address of receiving party(ies)  
Name: Madeleine L.L.C.  
Internal Address: \_\_\_\_\_  
Street Address: 450 Park Avenue  
City: New York State: NY ZIP: 10022

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)  
See Schedule 1A to Assignment for Security.

B. Trademark Registration No.(s)  
See Schedule 1A to Assignment for Security

Additional numbers attached?  Yes  No

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

Name: CSC  
Internal Address: ATTN: DONNA QUICKENTON  
Street Address: 80 STATE STREET  
6TH FLOOR  
City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41) \$ \_\_\_\_\_  
 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

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.

Name of Person Signatory: [Signature] Date: 2-19-97

Mail documents in separate envelopes, and use cover sheet information for  
Commerce Dept. Form 10-1994 (Rev. 4-6-92) TRADEMARK  
REEL: 1586 FRAME: 0962

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY  
(TRADEMARKS AND TRADEMARK APPLICATIONS)

THE ENRICH CORPORATION

MARK	REGISTRATION NO.	ISSUE DATE
HOME BASICS PACK	1979799	6/11/96
LIFEPATH	1996188	8/20/96
PLATEAU BREAKER PACK	1996214	9/18/96
POWER TRIM	1865553	12/6/92
REV	1098538	6/13/95
THERMOLEAN	2005214	10/1/96

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TRADEMARK  
REEL: 1586 FRAME: 0963

TRADEMARK  
REEL: 2569 FRAME: 0736

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

REORDER FROM  
REGISTERED. Inc.  
214 PACE ST  
ARIZONA, AZ 85201  
(602) 421-1715

INSTRUCTIONS:

- PLEASE TYPE last four digits only along perforation for filing.
- Remove Secured Party and Debtor codes and send other 3 copies with unperfected carbon paper to the filing office. Enclose filing fee.
- If the code provided for any item(s) on the form is inadequate the filer(s) should file additional sheets, preferably 5" x 8" or 8 1/2" x 11". Only one copy of such additional sheets need be provided to the filing office with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc. may be on only 1/4" color film is acceptable for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is required that it be accompanied by a completed but unsigned set of gross terms, without filing fee.
- At the time of filing, filing officer should return this copy as an acknowledgment. At a later date, secured party may also sign termination legends and file a copy as a Termination Statement.

96240

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  The Enrich Corporation 748 North 1340 West Orem, UT 84057	2. Secured Party(ies) and address(es)  Madeleine L.L.C. 450 Park Avenue New York, NY 10022	For Filing Officer (Date, Time, Number, and Filing Office)
Tax ID/Social Security No.	Tax ID/Social Security No.	

4. This financing statement covers the following types (or items) of property

See Exhibit A attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covers,  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional sheets presented.

The Enrich Corporation  
By: [Signature] Signature(s) of Debtor(s)

Madeleine L.L.C.  
By: \_\_\_\_\_ Signature(s) of Secured Party(ies)

TRADEMARK  
REEL: 1586 FRAME: 0964

TRADEMARK  
REEL: 2569 FRAME: 0737

ASSIGNMENT FOR SECURITY(TRADEMARKS)

WHEREAS, THE ENRICH CORPORATION, a Utah corporation (the "Assignor"), has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated January 31, 1997 (the "Security Agreement") in favor of MADELEINE L.L.C. (the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 6, 1997.

THE ENRICH CORPORATION

By: S. Paul Bangerter

Name: S. Paul Bangerter

Title: Vice President

TRADEMARK  
REEL: 1586 FRAME: 0965

TRADEMARK  
REEL: 2569 FRAME: 0738

STATE OF UTAH

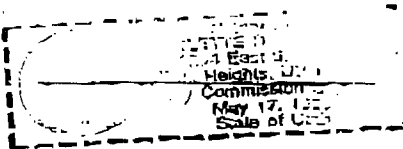
ss.:

COUNTY OF SALT LAKE

On this 6<sup>th</sup> day of February, 1997, before me personally came C. Paul Bergeron, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Secretary of Enrich International, Inc., a Utah corporation, and that he executed the foregoing instrument in the name of Enrich International, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature]  
Notary Public

My Commission Expires:



RECORDED: 05/09/1997

TRADEMARK  
REEL: 1586 FRAME: 0966

RECORDED: 10/11/2002

TRADEMARK  
REEL: 2569 FRAME: 0739