

08-27-2002

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

102202688

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

1. Name of conveying party(ies):

CRI Capital Corporation

8-21-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 03/12/02

2. Name and address of receiving party(ies)

Name: National City Bank of Indiana, as Agent

Internal Address: One National City Center

Street Address: Suite 200 E

City: Indianapolis State: IN Zip: 46259

- Individual(s) citizenship Association National Banking Association 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

OFFICE OF PUBLIC RECORDS 2002 AUG 21 AM 10:37 FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,933,460, 1,955,460, 2,029,345 & 2,083,389

Additional number(s) attached Yes No

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

Name: Michael J. Kaye, Esq.

Internal Address: Leagre Chandler & Millard LLP

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

08/26/2002 TDIRAZI 00000200 1933460

01 FC:481 40.00 OP 02 FC:482 75.00 OP

Street Address: 135 N Pennsylvania Street, Suite 1400

City: Indianapolis State: IN Zip: 46204

DO NOT USE THIS SPACE

9. Signature.

Angela Dorman, Paralegal

Name of Person Signing

Angela Dorman

Signature

8-22-02

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

TRADEMARK REEL: 002570 FRAME: 0078

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("**Security Agreement**"), dated March 12, 2002 is made by and between CRI CAPITAL CORPORATION, a Delaware corporation (the "**Guarantor**") and NATIONAL CITY BANK OF INDIANA, a national banking association, in its capacity as agent (the "**Agent**") on behalf of the Lenders (hereafter defined);

WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement executed among Chromcraft Revington, Inc. (the "**Borrower**"), the Agent and the lenders party thereto (the "**Lenders**") dated as of March 12, 2002 (as the same may be amended from time to time, the "**Credit Agreement**"), the Lenders have agreed to make certain loans and to provide other financial accommodations to the Borrower. The Obligations of the Borrower under the Credit Agreement are guaranteed by the Guarantor pursuant to its Subsidiary Guaranty dated as of March 12, 2002 (the "**Guaranty**"); and

WHEREAS, in connection with the Credit Agreement, the Guarantor has executed and delivered to the Agent, on behalf of the Lenders, a certain Pledge and Security Agreement dated as of March 12, 2002 (as the same may be hereafter amended or modified, the "**General Security Agreement**"); and

WHEREAS, in order to perfect the Agent's security interest granted under the General Security Agreement, the Guarantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor hereby grants to the Agent a continuing security interest in the Trademark Collateral listed on **Schedule 1** hereto, to secure payment, performance and observance of the Obligations; and the Guarantor further agrees as follows:

1. **Definitions.** Terms used herein, and not specifically herein defined, shall have the meanings ascribed to them in the Pledge and Security Agreement or, by reference in the Pledge and Security Agreement, in the Credit Agreement.

2. **Purpose.** This Trademark Security Agreement has been executed and delivered by the Guarantor to the Agent, on behalf of the Lenders, for the purpose of registering the grant of security interest herein with the United States Patent and Trademark Office or with such other Governmental Authorities as may have jurisdiction over the Trademark Collateral within or without the United States of America.

3. **Incorporation by Reference.** The security interest herein has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent and the Lenders under the General Security Agreement. The General Security Agreement and all rights and remedies of the Agent thereunder shall remain in full force and effect in accordance with its terms. This Security Agreement is made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the General Security Agreement to the same extent and effect as if fully set forth herein, and the General Security Agreement is subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Security Agreement to the same extent and effect as if fully set forth therein. In the event of any irreconcilable inconsistency between the terms of the General Security Agreement and this Security Agreement, the General Security Agreement shall control.

4. **Counterparts.** This Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers duly authorized as of the day and year first above written.

CRI CAPITAL CORPORATION

By: Frank T. Kane  
Frank T. Kane, Secretary

ACCEPTED:

NATIONAL CITY BANK OF INDIANA, as Agent

By: [Signature]

Its: SVP

STATE OF INDIANA )  
COUNTY OF TIPPECANOE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Frank T. Kane, known to me to be the Secretary of CRI Capital Corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 31<sup>ST</sup> day of JULY ~~March~~, 2002.

Myron D. Hamas  
Notary Public -Signature

MYRON D. HAMAS  
Notary Public -Printed

My Commission Expires:  
7/16/10

My County of Residence:  
TIPPECANOE

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State, personally appeared K. ALEXANDER CUPPY known to me to be a SR VICE PRESIDENT of National City Bank of Indiana, and acknowledged the execution of the foregoing for and on behalf of said bank.

Witness my hand and Notarial Seal, this 20<sup>th</sup> day of August ~~March~~, 2002.

HEIDI A PARRISH  
NOTARY PUBLIC STATE OF INDIANA  
PUTNAM COUNTY  
MY COMMISSION EXP. MAY 9, 2007

  
Notary Public -Signature

\_\_\_\_\_  
Notary Public -Printed

My Commission Expires:  
\_\_\_\_\_

My County of Residence:  
\_\_\_\_\_

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Mecklenburg Collection	8-13-96	1,993,460
Fremont Collection	8-20-96	1,995,559
Mill House Collection	1-7-97	2,029,345
Cherryvale	7-29-97	2,083,389