

11-27-2002



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): 11-21-02 Pan-Oston Ltd. Individual(s) Association General Partnership Limited Partnership Corporation-State Ontario Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Bank One, Kentucky, NA Internal Address: Street Address: 416 W. Jefferson Street City: Louisville State: KY Zip: 40202 Individual(s) citizenship 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Collateral Assignment Execution Date: November 15, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1761388 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Cynthia L. Stewart Internal Address: Frost Brown Todd LLC 32nd Floor Street Address: 400 West Market Street City: Louisville State: KY Zip: 40202

6. Total number of applications and registrations involved: 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. Cynthia L. Stewart Name of Person Signing Signature November 21, 2002 Date

Total number of pages including cover sheet, attachments, and document: 7

11/26/2002 LHWELLER 00000118 1761388 01 FC:8521 40.00 DP

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

SECOND AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARK

This is the Second Amendment to Collateral Assignment of Trademark dated as of November 15, 2002, (this "Amendment") between **PAN-OSTON LTD.**, an Ontario corporation (the "Assignor") and **BANK ONE, KENTUCKY, N.A.** (in its capacity as contractual representative of the Lenders, as that term is defined in the Credit Agreement, the "Agent").

Recitals

A. The Agent and the Assignor along with Pan-Oston Co., a Delaware corporation, and Retail Logic, Inc., a Delaware corporation (collectively, the Assignor, Pan-Oston Co. and Retail Logic, Inc. are referred to herein as the "Borrowers"), and joined in by Mark E. Weiss (the "Guarantor"), entered into a certain Loan Agreement and a certain Security Agreement, both dated as of December 29, 2000 whereby Agent has made certain loans to the Assignor and the other Borrowers.

B. The Assignor is the owner of the trademark with the U.S. Registration No. 1,761,388, named "PAN-OSTON" and registered on March 30, 1993 (the "Mark").

C. Pursuant to that Loan Agreement and that Security Agreement, the Agent and the Assignor entered into a certain Collateral Assignment of Trademark on December 29, 2000 (the "Collateral Assignment") for the Mark which was recorded with the U.S. Patent and Trademark Office on January 4, 2001 at Reel 002216 and Frame Number 0001.

D. The Agent and the Assignor amended the Assignment through a First Amendment to Collateral Assignment of Trademark, dated June 29, 2001 ("1st Amendment")(the Collateral Assignment and the 1st Amendment, collectively, the "Assignment") to reflect certain modifications and amendments to the Loan Agreement and Security Agreement.

E. Pursuant to a certain Agreement and Plan of Merger, dated November 15, 2002 between Retail Logic and R.L. Acquisition Sub, Inc., a Kentucky corporation ("RL"), RL will merge into Retail Logic (the "Acquisition"). To assist Retail Logic in financing the Acquisition, the Lenders have agreed to extend credit to Retail Logic and the other Borrowers by entering into a Credit Agreement dated November 15, 2002 (the "Credit Agreement"), pursuant to which, among other things, the Lenders will provide the Borrowers with the Term Loan B, Term Loan C and a Revolving Credit (as those terms are defined in the Credit Agreement) to finance a portion of the Acquisition.

F. The Agent and the Assignor now wish to amend the Assignment through this Amendment to reflect certain modifications and amendments to the Loan Agreement and Security Agreement.

THEREFORE, the Agent and Assignor amend the Assignment as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings given them in the Credit Agreement.
2. The Recitals of the Assignment are hereby amended, modified and restated so that the amended and restated Recitals reads in their entirety as follows:
 - A. The Agent and the Assignor along with Pan-Oston Co., a Delaware corporation, and Retail Logic, Inc., a Delaware corporation (collectively, the Assignor, Pan-Oston Co. and Retail Logic, Inc. are referred to herein as the "Borrowers"), and joined in by Mark E. Weiss (the "Guarantor"), entered into a certain Loan Agreement and a certain Security Agreement, both dated as of December 29, 2000 whereby Agent has made certain loans to the Assignor and the other Borrowers.
 - B. The Assignor is the owner of the trademark with the U.S. Registration No. 1,761,388, named "PAN-OSTON" and registered on March 30, 1993 (the "Mark").
 - C. Pursuant to that Loan Agreement and that Security Agreement, the Agent and the Assignor entered into a certain Collateral Assignment of Trademark on December 29, 2000, for the Mark which was recorded with the U.S. Patent and Trademark Office on January 4, 2001 at Reel 002216 and Frame Number 0001, as amended by the a First Amendment to Collateral Assignment of Trademark, dated June 29, 2001 (the "Assignment")
 - D. Pursuant to a certain Agreement and Plan of Merger, dated November 15, 2002 between Retail Logic and R.L. Acquisition Sub, Inc., a Kentucky corporation ("RL"), RL will merge into Retail Logic (the "Acquisition"). To assist Retail Logic in financing the Acquisition, the Lenders have agreed to extend credit to Retail Logic by entering into a Credit Agreement dated November 15, 2002 (the "Credit Agreement"), pursuant to which, among other things, the Lenders will provide the Borrowers with the Notes, Term Note B, Term Note C and Revolving Credit Note (as those terms are defined in the Credit Agreement) to finance a portion of the Acquisition.
3. All references made to the "Loan Agreement" in the Assignment are hereby universally deleted and substituted with the term "Credit Agreement".
4. All references made to the term "Loan Documents" in the Assignment shall have the meaning given that term in the Credit Agreement.
5. All references made in the Assignment to the term "Lender" are hereby universally deleted and substituted with the term "Agent".

6. Paragraph 1 of the Assignment is hereby amended, modified and restated so that Paragraph 1 reads in its entirety as follows:

1. Assignor hereby collaterally assigns as security to Agent, in its contractual capacity to the Lenders as provided in the Credit Agreement, and grants to Agent, in its contractual capacity to the Lenders as provided in the Credit Agreement, a security interest in all of Assignor's right, title and interest in and to the Mark, together with all goodwill of the business symbolized by the Mark, to secure payment when due of any and all indebtedness and other obligations of the Borrowers to the Agent under the Credit Agreement and other Loan Documents.

7. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment or the terms hereof to produce or account for more than one of such counterparts.

8. Except as modified herein, all other terms of the Assignment shall remain in full force and effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Agent have caused this Second Amendment to the Collateral Assignment of Trademark to be executed by their duly authorized officers as of the date first written above but actually on the dates shown below.

Agent:

BANK ONE, KENTUCKY, NA,
A national banking association
In its capacity as contractual representative of the
Lenders

By Steven G. Sutton
Steven G. Sutton, First Vice President

Date: Nov. 15, 2002

Assignor:

PAN-OSTON LTD.,
an Ontario corporation

By Mark E. Weiss
Mark E. Weiss, President

Date: Nov. 15, 2002

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Amendment was acknowledged before me on November 15, 2002 by Steven G. Sutton as First Vice-President of Bank One, Kentucky, NA, on behalf of the association, in its capacity as contractual representative of the Lenders.

My Commission Expires: 8/9/06


Notary Public

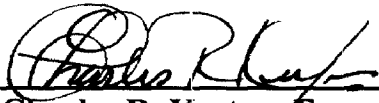
COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Amendment was acknowledged before me on November 15, 2002 by Mark E. Weiss as President and Chief Executive Officer of Pan-Oston Ltd., an Ontario corporation, on behalf of the corporation.

My Commission Expires: 8/9/06


Notary Public

This Instrument Prepared By:

A handwritten signature in black ink, appearing to read "Charles R. Keeton", written over a horizontal line.

Charles R. Keeton, Esq.

Frost Brown Todd LLC

400 W. Market Street, 32nd Floor

Louisville, Kentucky 40202-3363

Telephone: (502) 589-5400