

12-11-02

12-16-2002

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



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

102312508

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

1. Name of conveying party(ies):

AbilityOne Corporation 4 Sammons Court Bolinbrook, IL 60440

- Individual(s) Association General Partnership Limited Partnership Corporation-State Michigan Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Trademark Security Agreement

Execution Date: March 27, 2002

2. Name and address of receiving party(ies)

Name: First Union National Bank

Internal Address:

Street Address: 201 South College Street, CP-23

City: Charlotte State: NC Zip: 28288

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

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)

SEE ATTACHED SCHEDULE

Additional number(s) attached Yes No

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

Name: Steven D. Thomas

Internal Address: Moore & Van Allen, PLLC

Street Address: 2200 West Main Street

Suite 800

City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved:

40

7. Total fee (37 CFR 3.41) \$ 1,015.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2316

DO NOT USE THIS SPACE

9. Signature.

Steven D. Thomas

Name of Person Signing

Signature

December 11, 2002

Date

08

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

12/13/2002 6TON11 00000051 2517556

01 FC:8521 40.00 OP 02 FC:8522 975.00 OP

TRADEMARK REEL: 002633 FRAME: 0575

Schedule I

**AbilityOne Corporation
(Michigan Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
THERAPLAST	2517556	12/11/01
A1 Stylized Letters	2397669	10/24/00
ABILITYONE	2512997	11/27/01
QUICKCAST	2327797	3/14/00
CLEAR CHOICE	2256055	6/22/99
MIDLAND	2182326	8/18/98
SAMMONS PRESTON Stylized Letters	2261983	7/20/99
SAMMONS PRESTON	2268126	8/10/99
TRUE BLUE	2167105	6/23/98
VALUELINE	2068748	6/10/97
THE FROG	2141260	3/3/98
CHAMELEON	2024378	12/17/96
VERSA FORM	1949671	1/16/96
QUICKCAST and Design	1898779	6/13/95
Q QUICKCAST and Design	1947544	1/9/96
BIFORM	1907830	7/25/95
TRISTANDER Stylized Letters	1805208	11/16/93
RAISED ROLLS and Design	1788829	8/17/93
READY RACER	1690789	6/2/92
TADPOLE and Design	1661600	10/22/91
TROPIC	1640349	4/9/91
TUMBLE FORMS	1529559	3/14/89
VARI-TRAC	1483252	4/5/88
CARRIE	1548133	7/18/89
JETTMOBILE	1459122	9/29/87
GRASSHOPPER	1464466	11/10/87
ROVER Stylized Letters	1448369	7/21/87
FEEDER SEAT	1481625	3/22/88
CARRIE SEAT	1437188	4/21/87
ENRICHMENTS	1352768	8/6/85
VESTIBULATOR	1460730	10/13/87
EXER-TUBING	1322322	2/26/85
KAY-SPLINT	1314283	1/15/85
TUMBLE FORMS	1116585	4/17/79
WEIGHT-A-MATIC	1100679	8/29/78
UNEX	1086859	3/7/78
BE OK	988498	7/16/74
TUMBLE FORMS	940365	8/8/72

Mark	Registration No.	Registration Date
THERA PLAST Stylized Letters	539075	3/6/51
PRESTON	672582	1/13/59

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2002, is by and among ABILITYONE CORPORATION, a Michigan corporation (the "Obligor"), in favor of FIRST UNION NATIONAL BANK, a national banking association, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement described below.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of March 27, 2002 (as amended, restated, modified, or supplemented from time to time, the "Credit Agreement"), among AbilityOne Corporation, a Michigan corporation (the "Borrower"), AbilityOne Products Corp., a Delaware corporation (the "Parent"), the Domestic Subsidiaries of the Borrower from time to time party thereto (together with the Parent, individually a "Guarantor" and collectively the "Guarantors"), the lenders from time to time party thereto and the Administrative Agent, the Lenders have agreed to make Loans and issue Letters of Credit upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the obligations of the Lenders to make their respective Loans and to issue Letters of Credit under the Credit Agreement that the Obligor shall have executed and delivered that certain Security Agreement dated as of March 27, 2002 (as the same may be amended, modified, extended or restated from time to time the "Security Agreement") by and among the Borrower, the Guarantors and the Administrative Agent; and

WHEREAS, pursuant to the terms of the Security Agreement, the Obligor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. Grant of Security Interest in Trademark Collateral. Obligor hereby grants to the Administrative Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of Obligor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

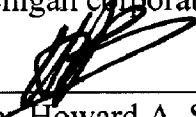
- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all Accessions, Proceeds and products of any and all of the foregoing..

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Obligor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

The Obligor and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ABILITYONE CORPORATION,
a Michigan corporation

By: 
Name: Howard A. Schwartz
Title: President & Chief Executive Officer

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: _____
Name:
Title:

The Obligor and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interests in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

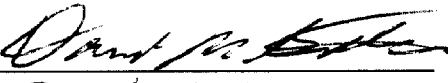
Very truly yours,

ABILITYONE CORPORATION,
a Michigan corporation

By: _____
Name:
Title:

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,
As Administrative Agent

By: 
Name: *David Gillespie*
Title: *Director*

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this _____ day of _____, 200 2 before me personally appeared Howard A. Schwartz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AbilityOne Corporation, who being by me duly sworn did depose and say that s/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Sharon Moy

{seal} Notary Public



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RECORDED: 12/11/2002

TRADEMARK
REEL: 002633 FRAME: 0584