



01-09-2003



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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

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

1. Name of conveying party(ies): POCONO SPRINGS COMPANY

1-303

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other ASSGN. OF SECURITY INTEREST IN BOI

Execution Date: 12-18-02

2. Name and address of receiving party(ies)

Name: FOUR J FUNDING LLC

Internal Address:

Street Address: 401 HACKENSACK AVENUE

City: HACKENSACK State: NJ Zip: 07610

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other NEW JERSEY LLC

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)

73/725,403 73/725,406 74/530,955

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- 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.

TONYA CHAPPLE

Name of Person Signing

Signature

01-03-03

Date

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

01/08/2003 GT0N11 00000230 73725403

01 FC:8521 02 FC:8522

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TRADEMARK REEL: 2644 FRAME: 0526

**ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S  
TRADEMARK COLLATERAL**

ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S TRADEMARK COLLATERAL dated as of December 18, 2002 made by and between POCONO SPRINGS COMPANY, a Pennsylvania corporation with its office at Industiral Park Drive, Mount Pocono, PA 18344-0787 ("Borrower"), and FOUR J FUNDING, LLC, a New Jersey limited liability company having an office at 401 Hackensack Avenue, Hackensack, New Jersey 07610 ("Lender").

WITNESSETH:

WHEREAS, Borrower, has acquired, adopted or used, and is using or intends to use, as applicable, the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof (the "Trademarks"), which, as indicated in Exhibit A, are registered (or with respect to which an application for registration has been filed and is pending) in the United States Patent and Trademark Office,

WHEREAS, Borrower and Lender have entered into a Mortgage and Security Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Agreement"), pursuant to which Lender has agreed to make loans to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Agreement, Borrower is granting to Lender a security interest in, among other things, all of Borrower's right, title and interest in, to and under, (i) all trademarks, trade names (including, without limitation the Trademarks), corporate names, service marks, logos and other source or business identifiers, and all applications in connection therewith, the goodwill of the business to which each such trademark and trade name relates, all franchises and licenses with respect to each such trademark and trade name in which Borrower has an interest, and all rights and remedies that Borrower might exercise with respect to any of the foregoing (including, without limitation, the right to sue for past, present or future infringements) (collectively, the "Trademark Collateral"), and (ii) all other intangible personal property similar to any of the foregoing, in each case whether presently existing or hereafter arising or acquired; and

WHEREAS, it is a condition precedent to Lender's obligations under the Agreement that Borrower execute and deliver this Assignment of Security Interest in Borrower's Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby pledges, transfers and assigns to Lender, and hereby grants to Lender a security interest in all of Borrower's right, title and interest in, to and under the Trademark Collateral and the good will of the business in which the marks therein are used, whether presently existing or hereafter arising or acquired; provided, however, that until the occurrence of an Event of Default (as defined in the Agreement), Borrower may continue to use the Trademarks in its business for its own benefit and its own account as if it had not made this Assignment of Security Interest in Borrower's Trademark Collateral.

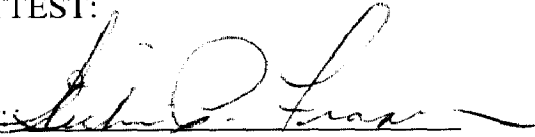
This Assignment of Security Interest in Borrower's Trademark Collateral is executed in connection with the security interest granted to Lender pursuant to the Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Borrower hereby agrees that, until full and final and indefeasible payment and performance of the Obligations, if Borrower shall obtain any rights in any new trademarks, such new trademarks shall constitute Trademark Collateral and Collateral (as defined in the Agreement), the provisions hereof and of the Agreement shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Assignment of Security Interest in Borrower's Trademark Collateral by amending Exhibit A attached hereto to include any future trademarks and trademark applications covered hereby.

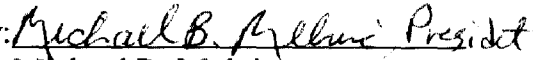
This Assignment of Security Interest in Borrower's Trademark Collateral shall be interpreted and the rights and obligations of the parties hereto determined in accordance with applicable federal law and the internal laws of the State of New Jersey.

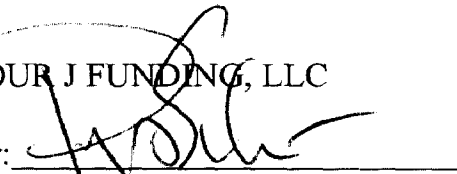
IN WITNESS WHEREOF, Borrower and Lender have executed this Assignment of Security Interest in Borrower's Trademark Collateral as of the day and year first above written.

ATTEST:

By: 

POCONO SPRINGS COMPANY

By:   
Michael B. Melnic,  
President

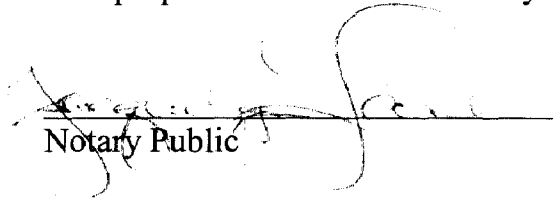
FOUR J FUNDING, LLC  
By:   
Philip Schatten

STATE OF NEW JERSEY )

: ss.:

COUNTY OF BERGEN)

On the 18th day of December, 2002 before me personally came Michael B. Melnic to me known who, being by me duly sworn, did depose and say that he is the President of POCONO SPRINGS COMPANY, the corporation described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said corporation.



Notary Public

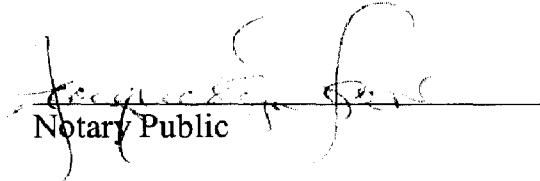
My commission expires ~~12/12/03~~ **12/12/04**  
MOOREHEAD  
Notary Public of New Jersey  
My Commission Expires Dec. 12, 2004

STATE OF NEW JERSEY )

: ss.:

COUNTY OF BERGEN)

On the 18th day of December, 2002, before me personally came Philip Schatten, to me known who, being by me duly sworn, did depose and say that he is a member of FOUR J FUNDING, LLC, a New Jersey limited liability company described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said company.

  
Notary Public

My commission expires on  
~~JACQUELYN LANE~~  
Notary Public of New Jersey  
My Commission Expires Dec. 12, 2004

POCONO SPRINGS COMPANY

TRADEMARKS

“Pocono Springs”	No. 03725403	Dated 1/23/90
“Pocono”	No. 03725406	Dated 1/23/90
“It’s Naturally Up & Coming”	No. 74-530,955	Dated 5/31/94