

01-10-2003

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102334170 ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Copelands' Enterprises, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 12/31/02

2. Name and address of receiving party(ies)

Name: Wells Fargo Retail Finance, LLC

Internal Address: 18th Floor

Street Address: One Boston Place

City: Boston State: MA Zip: 02108

- 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
(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)

2,110,736

Additional number(s) attached Yes No

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

Name: Lonn Waters

Internal Address: Choate, Hall & Stewart

Street Address: Exchange Place

53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- 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.

Jessica Lappin
Name of Person Signing

Jessica Lappin
Signature

1/6/2003

Date

Total number of pages including cover sheet, attachments, and document: 9

01/09/2003 LNUELLER 00000284 2110736

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

01 FC:6521 40.00 OP
02 FC:6522 100.00 OP

TRADEMARK
REEL: 002646 FRAME: 0226

2,116,246
2,110,737
1,508,613
2,308,061

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 31, 2002 is made between COPELANDS' ENTERPRISES, INC., a Delaware corporation ("Grantor") and WELLS FARGO RETAIL FINANCE, LLC, as agent for each of the Lenders referred to below (together with its successor(s) thereto in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan Agreement") by and among the Grantor, the Agent and the financial institutions from time to time party thereto as Lenders (the "Lenders" and, collectively with the Agent, the "Secured Parties" and each a "Secured Party"), the Secured Parties have agreed, subject to the terms and conditions set forth therein, to make revolving credit loans, term loans and other financial accommodations to the Grantor (collectively, the "Loans");

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations under, and as defined in, the Loan Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Agent and Lenders to make the Loans to the Grantor pursuant to the Loan Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations, the Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property of Grantor, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I attached hereto under the Grantor's name, whether currently in use or not, all registrations and recordings thereof and all

applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark"); and

(b) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby is granted in conjunction with the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement. The Loan Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan Agreement or (ii) the full and final discharge of the Obligations and the termination of the Secured Parties' obligations to provide additional credit under the Loan Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. The Grantor and the Agent hereby agree that this Agreement is not intended to expand or limit the rights and obligations of the Grantor or the Secured Parties under the Loan Agreement and that this Agreement is not intended to, and shall not provide, the Grantor or the Secured Parties any rights or obligations in addition to those provided for in the Loan Agreement. If any provisions of this Agreement are deemed to conflict with the provisions of the Loan Agreement, the applicable provisions of the Loan Agreement shall control.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

[Signatures appear on next page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

COPELANDS' ENTERPRISES, INC.

By: _____
Name:
Title:

AGENT:

WELLS FARGO RETAIL FINANCE, LLC,
as Agent

By: Robert C Chakraborty
Name: Robert C Chakraborty
Title: Vice President

Signature Page

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

COPELANDS' ENTERPRISES, INC.

By: Wayne S. Peterson
Name: WAYNE S. PETERSON
Title: CHIEF FINANCIAL OFFICER, VICE PRESIDENT
SECRETARY AND TREASURER

AGENT:

WELLS FARGO RETAIL FINANCE, LLC,
as Agent

By: _____
Name:
Title:

Signature Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

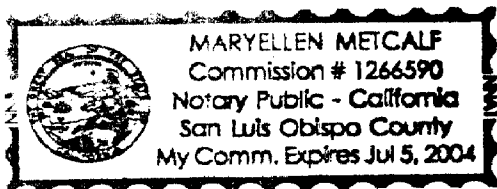
State of California

County of San Luis Obispo

} ss.

On December 23, 2002, before me, Maryellen Metcalf, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Waynes Peterson
Name(s) of Signer(s)



- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Maryellen Metcalf
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Signature page

Document Date: 12/23/02 Number of Pages: _____

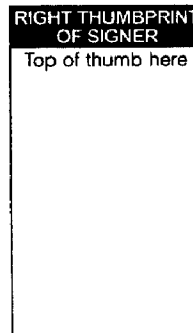
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



SCHEDULE I
to Trademark Security Agreement

COPELANDS' ENTERPRISES, INC.

Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	COPELAND'S SPORTS GOLF SUPERSTORE	2,110,736	11/4/97
United States	CUESTARIDGE (Stylized Letters)	2,116,246	11/25/97
United States	COPELAND'S SPORTS SUPERSTORE	2,110,737	11/4/97
United States	COPELAND'S SPORTS	1,508,613	10/11/88
United States	SPORTS SUPERSTORE ONLINE	2,308,061	1/11/00

Pending Trademark Applications

None.

Trademark Applications in Preparation

None.