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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102339260

1-16-03

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

1. Name of conveying party(ies):

Progeny, Inc.

1-16-03

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

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

3. Nature of conveyance:

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

Execution Date: January 9, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings bank

Internal Address:

Street Address: 500 East Devon Avenue

City: Elk Grove Village State: IL ZIP: 60007

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State IL
- 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

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

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

**RETURN TO:**  
**FEDERAL RESEARCH CORP**  
**1030 15<sup>th</sup> STREET NW**  
**SUITE 920**  
**WASHINGTON DC 20005**

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.

Andrea Serdiuk

Name of Person Signing

*Andrea Serdiuk*

Signature

1/10/03

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20211

1337102  
01/17/2003 BTOM11 00000048 2151908

01 FC:8521 40.00 DP  
02 FC:8522 25.00 DP

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
EUREKA	2,151,908	04/21/98
PROGENY	2,101,847	09/30/97

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None

## TRADEMARK COLLATERAL AGREEMENT

This 9th day of January, 2003, Progeny, Inc. an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1407 Barclay Boulevard, Buffalo Grove, Illinois 60089, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 500 East Devon Avenue, Elk Grove Village, Illinois 60007, and its successors and assigns ("*Secured Party*"), a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;


to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor, and Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time referred to herein as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

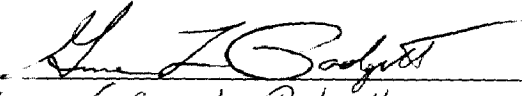
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PROGENY, INC.

By   
Name: Edwin J. McDonough  
Title: Chief Executive Officer

HARRIS TRUST AND SAVINGS BANK

By   
Name: Gene L. Padgett  
Title: Vice President

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.