

01-27-2003

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



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

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102347316

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

1. Name of conveying party(ies):  
HSBC Business Credit (USA), Inc.  
(f/k/a Marine Midland Business  
Loans, Inc.)  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Lender

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Release of Security Interest

Execution Date: 08/30/2002

2. Name and address of receiving party(ies)  
Name: Brown & Bigelow, Inc.  
Internal 1-27-03  
Address: \_\_\_\_\_

Street Address: 345 Plato Blvd East  
City: St. Paul State: MN Zip: 55107

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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 registration number(s):  
A. Trade mark Application No.(s)

B. Trademark Registration No.(s)  
628,438/REMEMBRANCE ADVERTISING

Additional number(s) attached  Yes  No

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

Name: Lisa Joyce

Internal Address: Brown & Bigelow, Inc.

Street Address: 345 Plato Blvd East

City: St. Paul State: MN Zip: 55107

6. Total number of applications and registrations involved: 1

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.

William D. Smith  
Name of Person Signing

[Signature]  
Signature

January 6, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 13

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

OFFICE OF THE U.S. PATENT AND TRADEMARK OFFICE  
RECORDS  
JAN 22 AM 7:46  
FINANCE SECTION

01/24/2003 GTOM11 00000110 628438

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TRADEMARK  
REEL: 002658 FRAME: 0155

**RELEASE OF TRADEMARK**

THIS RELEASE (the "Release") is made and entered into this 30 day of August, 2002, by HSBC BUSINESS CREDIT (USA) INC., (f/k/a Marine Midland Business Loans, Inc.) (the "Bank") in favor of BROWN & BIGELOW, INC., (the "Assignor").

**RECITALS**

A. Bank and Assignor are parties to a Trademark Collateral Assignment dated April 14<sup>th</sup>, 1989 (the "Agreement") pursuant to which Assignor granted to Bank a security interest in the Trademarks (as defined in the Agreement) identified on Schedules A and B attached hereto.

B. Bank now desires to release its security interest in the Trademarks.

NOW, THEREFORE, Bank agrees as follows:

1. Bank hereby releases its security interest in the Trademarks.
2. Bank hereby reassigns to Assignor all of Bank's right, title and interest, if any, in and to the Trademarks, such reassignment being without representation or warranty of any kind.

IN WITNESS WHEREOF, this Release has been executed as of the date and year first above written.

HSBC BUSINESS CREDIT (USA) INC.  
(f/k/a Marine Midland Business Loans, Inc.)

By: [Signature]  
Name (print): MARK P. GIANSANTE  
Title: FIRST VICE PRESIDENT

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF NEW YORK )  
 )  
COUNTY OF ERIE ) ss.

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 30<sup>th</sup> day of AUGUST, 2002, personally appeared MARK P. GIANSANTE, to me known personally, and who, being by me duly sworn, deposes and says that he/she is the VICE PRESIDENT of HSBC BUSINESS CREDIT (USA) INC., (f/k/a Marine Midland Business Loans, Inc.), and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said MARK P. GIANSANTE acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

My Commission Expires:  
\_\_\_\_\_

NANCY J. HITCHCOCK  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 9/24/2005

TRADEMARK COLLATERAL ASSIGNMENT

This Trademark Collateral Assignment ("Agreement") is made on the 14th day of April, 1989, between BROWN & BIGELOW, INC., a Delaware Corporation, having a mailing address at 345 Plato Boulevard, East, St. Paul, Minnesota 56107 ("Assignor") and MARINE MIDLAND BUSINESS LOANS, INC., having a mailing address at 1101 Walnut Street, Kansas City, Missouri 64106 ("Lender").

Assignor has executed and delivered its Promissory Note (the "Note") to Lender in the principal amount of \$7,000,000.00 pursuant to a certain Loan and Security Agreement ("Loan Agreement") dated April 14, 1989 between Assignor and Lender. In order to induce Lender to execute and deliver the Loan Agreement, Assignor has agreed to assign to Lender certain Trademark Rights as security for the Note and future indebtedness owed by Assignor to Lender. This Agreement is being executed contemporaneous with the Loan Agreement under which the Lender is granted a lien on and security interests in equipment, inventory, manufacturing procedures and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the other assets in the event of the occurrence and continuance of an Event of Default as defined in the Loan Agreement, in order that the owner of the Trademarks may continue to manufacture products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

REEL 002658  
FRAME 0157

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Indebtedness, (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender as a security interest the entire right, title and interest in and to the Trademark Applications and Trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (collectively called the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

(a) The trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, except those licenses identified in Schedule B hereto;

(e) Assignor has the unqualified right to enter into this agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in the manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender, and its employees and agents, the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Lender to insure Assignor's compliance with paragraph 2(g).

4. Assignor agrees that until all of the Indebtedness shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligation under this Agreement, without Lender's prior written consent.

5. If, before the Indebtedness shall have been satisfied in full, Assignor shall obtain rights to any new Trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future Trademarks and Trademark applications covered by paragraphs 1 and 5 hereof.

7. Unless and until there have occurred and be continuing an event of default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to

use the trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account together with the good will associated therewith, and the right to sublicense the use of the Trademarks, except the trademark Hoyle, provided that such sublicense is subordinate to and does not infringe upon Lender's rights under this Assignment. Assignor may not sublicense the trademark Hoyle unless it first provides to Lender an opinion of Assignor's patent counsel satisfactory in form and substance to Lender in its sole discretion. Assignor agrees not to sell or assign its interest in the license granted to Assignor in this paragraph 7 without the prior written consent of Lender. Assignor shall promptly provide Lender a copy of any sublicense permitted hereunder upon execution thereof.

8. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks as set forth in paragraph 7, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located, and without limiting the generality of the foregoing, Lender may immediately, without demand or performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Kansas City, Missouri, or elsewhere, all or from time to time any of the Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers fees and legal services), shall apply the residue of such proceeds toward the payment of the Indebtedness. Any remainder of the proceeds after payment in full of the Indebtedness shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to the Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Loan Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Indebtedness, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks and good will of the business to which each relates and all claims for infringement by third parties, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes and connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor to Lender and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any Trademark Applications of the Trademarks pending as of the date of this Agreement or thereafter until the Indebtedness shall have been paid in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. The expenses incurred in connection with the Trademarks shall be borne by the Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph 12.

13. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey, or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this agreement.

TRADEMARK

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14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights of obligations of the parties shall be governed by the laws of the State of Missouri.

WITNESS the execution hereof under the seal as of the day and year first above written.

BROWN & BIGELOW, INC.

By: W. B. Smith  
Title: President

TRADE MARK

100-00750-112

MARINE MIDLAND BUSINESS LOANS, INC.

By: Kurt V. Potho 5076  
Title: Regional Vice President

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MISSOURI )  
 )  
COUNTY OF JACKSON ) ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 14 day of April, 1989, personally appeared WILLIAM D. SMITH, SR. to me known personally, and who, being by me duly sworn depose and say that he is the President of Brown & Bigelow, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said WILLIAM D. SMITH, SR. acknowledged said instrument to be the free act and deed of said corporation.

10673-774

*Rhonda K. Duape*

Notary Public

My Commission Expires:

*May 22, 1990*

SCHEDULE A

BROWN & BIGELOW U.S. TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>D&amp;D FILE NO.</u>	<u>RENEWAL DUE DATE</u>
1) ARISTOCRAT	604,248	4/5/55	32651	4/5/95
2) B&B	505,506	1/4/49	32650	6/4/89
3) HOYLE	1,126,822	11/20/79	32667	11/20/99
4) HOYLE	1,325,654	3/19/85	32691	\$8 & 15 - 3/19/91
5) HOYLE	1,342,484	6/18/85	32725	\$8 & 15 - 6/18/91
6) KEYMATIC	545,918	7/31/51	32666	7/31/91
7) MAVERICK	786,728	3/16/65	32619	3/16/2005
8) P.G.C.	1,070,229	7/26/77	32607	7/26/97
9) REDI-SLIP	514,945	9/6/49	32695	9/6/89
10) REDI-SLIP	899,138	9/22/70	32693	9/22/90
11) REDILITE	266,667	1/28/30	32662	1/28/90
12) REDIPEN	515,360	9/20/49	32664	9/20/89
13) REDIPEN	516,671	10/25/49	32663	10/25/89
14) REDIPOINT	573,607	4/28/53	32665	4/28/93
15) REMELON	567,448	12/2/52	32660	12/2/92
16) REMELON	592,895	7/27/54	32659	7/27/94
17) REMEMBRANCE	565,878	10/28/52	32656	10/28/92
18) REMEMBRANCE	585,614	2/16/54	32654	2/16/94
19) REMEMBRANCE	598,493	11/23/54	32655	11/23/94
20) REMEMBRANCE	515,522	9/27/49	32657	9/27/89

TRADEMARK  
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SCHEDULE A  
(Continued)

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>D&amp;D FILE NO.</u>	<u>RENEWAL DUE DATE</u>
21) REMEMBRANCE	628,438	6/5/56	32658	6/5/96
22) STAN-PAK	865,003	2/18/69	32649	2/18/89
23) STARDUST	800,248	12/14/65	32652	12/14/05
24) TRUMP	1,083,939	1/31/78	32578	1/31/98
25) WINDMASTER	567,185	11/25/52	32648	11/25/92
26) KENT & Design	1,015,776	7/15/75	32646	7/15/95
27) FLAG	1,318,095	2/5/85	32690	§8: & 15 - 2/5/91
28) IDENTI-SIGN	1,311,050	12/25/84	32629	§8 & 15 - 12/25/90
29) SHAKE'M & TAKE'M		UNFILED	32646	
30) VOLE		UNFILED	32647	
31) DOUBLE TROUBLE		UNFILED	32648	
32) DOT-C		UNFILED	32649	

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 10/10/80  
 10/10/80

SCHEDULE A  
(Continued)

BROWN & BIGELOW FOREIGN TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>RENEWAL DATE</u>
AUSTRALIA	NU-VUE MAVERICK	A205,641 SN 448,688	10/18/66 PENDING	10/18/2001
CANADA	NU-VUE STARDUST TRUMP (LOGO) P.G.C. TRUMP HOYLE MAVERICK IDENTI-SIGN	169,094 224,289 243,729 221,412 290,450 SN 391,616 S/P 396,589 314,160	05/15/70 11/25/77 04/25/80 06/24/77 04/27/84 FILED 11/14/75 FILED 04/06/76 05/16/86	5/15/2000 11/25/92 04/25/95 06/24/92 04/27/99 PENDING PENDING 05/15/2001
FIJI	MAVERICK	13,316	04/22/80	04/22/94
FRANCE	HOYLE	1,402,945 (old Reg. No. 937,115)	11/04/75	10/28/95
W. GERMANY	HOYLE	950,694	10/27/75	10/15/95
JAPAN	HOYLE	1,383,969	06/29/79	06/29/89
NEW ZEALAND	MAVERICK HOYLE	131,356 SN 131,358	02/14/80 FILED 02/14/80	2/14/2001
TAIWAN	HOYLE	249,144	07/01/84	06/30/94

SCHEDULE B

License Agreement dated April 5, 1989 between Hoyle Products and Sierra On-Line, Inc.

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RECORDED  
PATENT & TRADEMARK OFFICE

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COMMISSIONER OF PATENTS  
& TRADEMARKS OFFICE