



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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Tab settings

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

1. Name of conveying party(ies): PAN-OSTON LTD.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 15, 2002

2. Name and address of receiving party(ies) Name: HOUCHENS INDUSTRIES, INC.

Internal Address:

Street Address: 900 Church Street

City: Bowling Green State: KY Zip: 42101

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Kentucky 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. Trademark Application No.(s) None

B. Trademark Registration No.(s) 1,761,388

Additional number(s) attached Yes No

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

Name: Natalya L. Sowers

Internal Address: Wyatt, Tarrant & Combs, LLP

Street Address: 2525 West End Avenue, Suite 1500

City: Nashville State: TN Zip: 37203

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: 502346

DO NOT USE THIS SPACE

9. Signature.

Natalya L. Sowers Name of Person Signing

Natalya L. Sowers Signature

01/03/2003 Date

Total number of pages including cover sheet, attachments, and document: 6

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

01/27/2003 LMJELLER 00000164 502346 1761388

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This Collateral Assignment of Trademarks and all rights and interests thereunder and/or in connection therewith are subject to the terms that certain Subordination Agreement dated as of November 15, 2002, by and among (a) BANK ONE, KENTUCKY, NA, (b)(1) RETAIL LOGIC, INC., (2) PAN-OSTON LTD., (3) PAN-OSTON CO., and (c) HOUCHENS INDUSTRIES, INC. Notwithstanding any contrary statement contained in the within instrument, no payment on account of any obligation arising from or in connection with the within instrument or any related agreement (whether of principal, interest or otherwise) shall be made, paid, received or accepted except in accordance with the terms of said Subordination Agreement.

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks (this "Assignment") is made and entered into as of November 15, 2002, by Pan-Oston Ltd., an Ontario corporation (the "Assignor"), in favor of Houchens Industries, Inc., a Kentucky corporation ("Lender").

RECITALS

A. Assignor, along with Retail Logic, Inc. and Pan-Oston Co. (collectively, the "Borrowers") have entered into a Credit Agreement dated as of this date (the "Credit Agreement"), whereby Lender has made certain loans to Assignor; and

B. Assignor is the owner of the following trademarks: (i) trademark "PAN-OSTON," registered with the U.S. Patent and Trademark Office on March 30, 1993, U.S. Registration No. 1,761,388; (ii) trademark "OSTON," registered with the Canadian Intellectual Property Office on June 26, 1992, Canadian Registration No. TMA399641; and (iii) trademark "PAN-OSTON," registered with the Canadian Intellectual Property Office on September 4, 1992, Canadian Registration No. TMA402362 (hereinafter collectively the "Marks").

C. By this Assignment, Assignor desires to fulfill its obligations and the obligations of the Borrowers under the Credit Agreement and other Loan Documents, as defined in the Credit Agreement, to grant to Lender a security interest in the Marks during the term of the Credit Agreement, which security interest is intended to secure the Borrowers' Secured Indebtedness to the Lender, as described in the Credit Agreement.

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings given them in the Credit Agreement.

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Credit Agreement and other Loan Documents, Assignor agrees as follows:

1. Assignor hereby collaterally assign as security to Lender, and grants to Lender, a security interest in all of Assignor's right, title and interest in and to the Marks, together with all goodwill of the business symbolized by the Marks, to secure payment when due of any and all indebtedness and other obligations of the Borrowers to the Lender under the Credit Agreement and other Loan Documents.

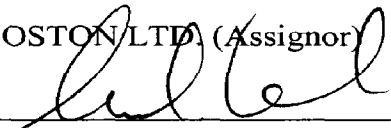
2. Until an Event of Default (as defined in the Credit Agreement) shall occur, Assignor shall have all right to possession and use of the Marks.

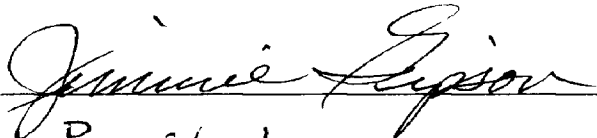
3. Except in connection with the conduct of business in the ordinary course, Assignor shall not modify, amend or terminate the Marks, nor shall Assignor waive any rights, or assign, sublet, transfer, hypothecate or otherwise encumber any of its right, title or interest, in or to the Marks, without the prior written consent of Lender, except as permitted by the Credit Agreement.

4. If an "Event of Default" occurs, Lender shall have the right, but not the obligation, to claim all rights of Assignor to the Marks, and all goodwill associated therewith. Lender may, at its option and upon notice to Assignor, transfer to a third party the rights of Assignor to the Marks, together with all associated goodwill and, in such event, Assignor's rights to the Marks.

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WITNESS, the signatures of Assignor and Lender by their duly authorized officers as of the date first set forth above, but actually on the dates set forth below each signature.

PAN-OSTON LTD. (Assignor)
By: 
Title: President
Date: 11/19/02

HOUCHENS INDUSTRIES, INC. (Lender)
By: 
Title: President
Date: 11/19/02

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF Jefferson)

The forgoing Assignment was acknowledged before me on November 19 2002 by Mark E. Weir, as President and chief Executive Officer of Pan-Oston Ltd., an Ontario corporation, on behalf of the corporation.

Samara S. Goodridge
Notary Public

My Commission Expires: Jan. 2, 2006

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF Jefferson)

Jimmie Gips
The forgoing Assignment was acknowledged before me on November 19, 2002 by ~~Mark E. Weir~~, as Pres of Houchens Industries, Inc., a Kentucky corporation, a national banking association, on behalf of the corporation.

Samara S. Goodridge
Notary Public

My Commission Expires: Jan. 2, 2006