

02-26-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/200) Tab settings



102372869

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): H.W. Baker Linen Co. LLC
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company (DE)
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: PNC Bank, National Association Internal Address: 14th Floor Street Address: 70 East 55th Street City: New York State: NY Zip: 10022
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other national banking association
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Pledge of Trademarks as Security
Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Schedule "A" attached hereto B. Trademark Registration No.(s) See Schedule "A" attached hereto
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Pitney Hardin Kipp & Szuch, LLP Internal Address: Attn: Linda K. Connolly, Esq. P.O. Box 1945 Morristown, NJ 07962-1945 Street Address: 200 Campus Drive City: Florham Park State: NJ Zip: 07932

6. Total number of applications and registrations involved: 14
7. Total fee (37 CFR 3.41) \$ 365.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 501145

DO NOT USE THIS SPACE

9. Signature: Linda K. Connolly, Esq. Name of Person Signing Signature Date 2/24/03

02/26/2003 DBYRNE 00000106 501145 1377260 40.00 CH 325.00 CH

Total number of pages including cover sheet, attachments, and document: 8
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002678 FRAME: 0251

**SCHEDULE "A"**

**U.S. Registered Trademarks**

| <b><u>Trademark</u></b>      | <b><u>Registration<br/>No.</u></b> | <b><u>Class No.</u></b> | <b><u>Goods</u></b>  |
|------------------------------|------------------------------------|-------------------------|--|
| CLASSIC                      | 1,377,260                          | 24                      | Blankets sold to institutional buyers only, namely the hospitality industry, including hotels, motels and resorts; the medical industry including hospitals, nursing homes and extended care facilities; the transportation industry |
| CORONATION                   | 2,224,540                          | 24                      | Bath towels, hand towels, wash cloths, bath mats made of fabric sold to institutional buyers   |
| DRY-TEX                      | 191,130                            | 42                      | Turkish towels   |
| DWIGHT ANCHOR                | 2.509.078                          | 24                      | Bed sheets, pillowcases  |
| DWIGHT ANCHOR<br>DUAL-FINISH | 951,427                            | 42                      | Sheets and pillow cases  |
| EVERGREEN                    | 1,346,283                          | 24                      | Blankets   |
| INDULGENCE                   | 2,251,629                          | 24                      | Bath towels, hand towels, wash cloths, bath mats, bath rugs, bath sheets, robes sheets, pillowcases, pillows, blankets and table linens sold to institutional buyers   |
| ROYAL ESSENCE                | 1,354,161                          | 24                      | Towels made of textile fabric  |
| SAMPSON                      | 129,325                            | 42                      | Products of manufacturing establishment, namely, towels; knitted, netted and textile fabrics   |
| SANDOW                       | 510,990                            | 42                      | Bath towels  |
| SUPER DRYTEX                 | 2,492,209                          | 24                      | Towels sold to institutional buyers  |
| TRUE ESSENCE                 | 2,516,600                          | 24                      | Towels, washcloths, bed sheets, blankets, pillowcases, textile bathmats and bath rugs made of fabric   |

**Pending U.S. Trademark Applications**

| <b><u>Trademark</u></b>     | <b><u>Serial No.</u></b> | <b><u>Class No.</u></b>                 | <b><u>Goods</u></b>  |
|-----------------------------|--------------------------|---|--|
| THE<br>HOSPITALITY<br>DEPOT | 75/842,144               | 01, 03,<br>09, 11,<br>14, 16,<br>21, 24 | Hospitality items  |
| THE<br>HOSPITALITY<br>DEPOT | 76/156,666               | 35                                      | Computerized information and interactive on-line services for and among the business community |

**Registered Canadian Trademark Applications**

| <b><u>Trademark</u></b> | <b><u>Registration No.</u></b> | <b><u>Goods</u></b>  |
|-------------------------|--------------------------------|--|
| CORONATION              | 562666                         | Bath towels, hand towels, wash cloths, bath mats made of fabric sold to institutional buyers |
| DWIGHT<br>ANCHOR        | 562665                         | Bed sheets, pillow cases   |
| EVERGREEN               | 562664                         | Blankets   |
| SANDOW                  | 562663                         | Bath towels  |

**Pending Canadian Trademark Applications**

| <b><u>Trademark</u></b>     | <b><u>Application No.</u></b> | <b><u>Goods</u></b>   |
|-----------------------------|-------------------------------|---|
| INDULGENCE                  | 1063699                       | Bath towels, hand towels, wash cloths, bath mats, bath rugs, bath sheets, robes, sheets, pillowcases, pillows, blankets and table linens sold to institutional buyers |
| ROYAL<br>ESSENCE            | 1063698                       | Towels  |
| SAMPSON                     | 1063697                       | Products of manufacturing establishment, namely, towels; knitted, netted and textile fabrics  |
| THE<br>HOSPITALITY<br>DEPOT | 1068399                       | Hospitality items   |

Prepared by, Record and Return to:  
LINDA K. CONNOLLY, ESQ.  
Pitney, Hardin, Kipp & Szuch  
P.O. Box 1945  
Morristown, NJ 07962-1945

**PLEDGE OF TRADEMARKS AS SECURITY**

This Pledge of Trademarks as Security ("Pledge") made as of the 30<sup>th</sup> day of August, 2002, by **H.W. BAKER LINEN CO. LLC**, a Delaware limited liability company ("Pledgor"), and delivered to **PNC BANK, NATIONAL ASSOCIATION**, a banking association organized and existing under the laws of the United States of America, having a location at 70 East 55<sup>th</sup> Street, 14<sup>th</sup> Floor, New York, New York 10022, as Agent to the Lenders ("Agent").

**WITNESSETH:**

**WHEREAS**, Pledgor is the owner of the Trademarks listed on Schedule "A" annexed hereto, as evidenced by records in the United States Patent and Trademarks Office; and

**WHEREAS**, Pledgor is the owner of and has exclusive right, title and interest in and to said Trademarks, and

**WHEREAS**, Agent is contemporaneously herewith entering into a Second Amendment to Revolving Credit, Term Loan and Security Agreement with Pledgor ("Loan Agreement") pursuant to which loans and advances may be made by Agent to Pledgor (hereinafter collectively referred to as the "Loan"), and

**WHEREAS**, Agent desires to acquire the Trademarks as security for the Loan and all other obligations of Pledgor to Agent related thereto.

**NOW THEREFORE**, in consideration of the foregoing premises and mutual promises herein contained, Pledgor and Agent, intending to be legally bound, hereby covenant and agree as follows (all capitalized terms used but not defined herein shall have the meanings ascribed therein the Loan Agreement):

1. To secure the Loan and all other obligations of Pledgor to Agent related thereto, Pledgor hereby assigns and sets over to Agent and grants to Agent a security interest in and to all of its present and future, right, title and interest in and to the Trademarks, all goodwill associated therewith and proceeds thereof.
2. Pledgor hereby covenants and agrees to take no action to abandon the Trademarks and shall take all reasonable action necessary to preserve said Trademarks, except if neither Pledgor nor a licensee of Pledgor is using a particular Trademark in connection with the sale of products.

3. So long as no Event of Default under the Loan Agreement has occurred and is continuing, Pledgor shall have a royalty-free exclusive license to make, use and sell under the Trademarks and freely license and sub-license others thereunder, and Agent shall have no right to make, use or sell under the Trademarks or to grant or issue any exclusive or non-exclusive license to make, use and sell under the Trademarks or assign, pledge or otherwise transfer title to Trademarks to any third party. Provided, however, that any and all licenses which Pledgor may grant to others shall be subject to the terms and conditions of this Pledge.
4. If an Event of Default has occurred and is continuing under the Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder of the security interest under the Uniform Commercial Code, as now or hereafter in effect, may take such action as is permitted hereunder, under the Guaranty or under security agreements now or hereafter entered into between Pledgor and Agent or otherwise permitted by law, in Agent's exclusive discretion to foreclose upon the Trademarks. For such purposes and in the event of Pledgor's default hereunder or under the security agreements, Pledgor hereby authorizes and empowers Agent to constitute and appoint any officer or agent of Agent as Agent may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact with the power to assign to others all Pledgor's right, title and interest in and to the Trademarks and, as appropriate, endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party or necessary for to assign, pledge, convey or otherwise transfer title in the Trademarks to anyone else. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Pledge, the security agreements and until the Loan and all obligations of Pledgor to Agent related thereto have been paid and satisfied in full.
5. All rights and remedies hereby granted to Agent shall be in addition to any rights and remedies granted to Agent the Loan Agreement.
6. Upon Pledgor's performance of all of its obligations under the Loan Agreement and full payment and satisfaction of the Loan and all of Pledgor's liabilities to Agent related thereto, Agent shall execute and deliver to Pledgor a written release of Agent's security interest in and to the Trademarks which is granted hereby, together with other such documents as may reasonably be requested by Pledgor to cancel all rights of Agent in or under the Trademarks.
7. While Agent is a secured party assignee, it shall have no obligation or responsibility to protect or defend the Trademarks and Pledgor shall, at its own expense, protect, defend and maintain the same. If Pledgor fails to comply with the foregoing, Agent may do so in its own name or in Pledgor's name, but at Pledgor's expense.

**[SIGNATURES ON FOLLOWING PAGE]**



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| DWIGHT ANCHOR                | 2,509,078                          | 24                      | Bed sheets, pillowcases  |
| DWIGHT ANCHOR<br>DUAL-FINISH | 951,427                            | 42                      | Sheets and pillow cases  |
| EVERGREEN                    | 1,346,283                          | 24                      | Blankets   |
| INDULGENCE                   | 2,251,629                          | 24                      | Bath towels, hand towels, wash cloths, bath mats, bath rugs, bath sheets, robes sheets, pillowcases, pillows, blankets and table linens sold to institutional buyers   |
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| SUPER DRYTEX                 | 2,492,209                          | 24                      | Towels sold to institutional buyers  |
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**Pending U.S. Trademark Applications**

| <b><u>Trademark</u></b> | <b><u>Serial No.</u></b> | <b><u>Class No.</u></b>        | <b><u>Goods</u></b>  |
|-------------------------|--------------------------|--------------------------------|--|
| THE HOSPITALITY DEPOT   | 75/842,144               | 01, 03, 09, 11, 14, 16, 21, 24 | Hospitality items  |
| THE HOSPITALITY DEPOT   | 76/156,666               | 35                             | Computerized information and interactive on-line services for and among the business community |

**Registered Canadian Trademark Applications**

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