

03-05-2003



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ORDINATION FORM COVER SHEET TRADEMARKS ONLY

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

102380742

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

1. Name of conveying party(ies):

Wormser Company

2-28-03

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

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

3. Nature of conveyance:

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

Execution Date:

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address:

Street Address: 135 S. LaSalle Street, Suite 223

City: Chicago State: IL Zip: 60603

- 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

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

A. Trademark Application No.(s) 2,615,947

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Jillian Littell, Esq.

Internal Address: Kaye Scholer, LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- 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.

Johanne R. Rémy

Name of Person Signing

Signature

February 28, 2003

Date

03/04/2003

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Total number of pages including cover sheet, attachments, and document: 4

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

Doc # 30612631.PDF

SCHEDULE A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
LAZY JAKES	2,615,947	May 3, 2002
DR. DENTON	78-062,335	pending
DR. DENTON	1,296,083	September 18,1984
THE FAMOUS DR. DENTON'S	1,276,919	June 14, 1982

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Wormser Company, an Illinois corporation (herein referred to as “**Assignor**”), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, Assignor is obligated to LaSalle Bank National Association (“**Assignee**”) pursuant to (i) the Amended and Restated Credit Agreement, dated as of February 16, 2001, as amended (as the same may be further amended, modified or supplemented, the “**Credit Agreement**”), among Assignor, the other borrowers named therein, and Assignee, and (ii) the Intellectual Property Security Agreement, dated as of May 16, 2000, among Assignor and the other borrowers named in the Credit Agreement, in favor of Assignee and (iii) the Amended and Restated Security Agreement dated as of February 7, 2003 (the “**Agreement**”), among Assignor and the other borrowers named in the Credit Agreement, in favor of Assignee.

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, by reason of infringement thereof (the “**Collateral**”), to secure the payment, performance and observance of Assignor’s obligations (the “**Obligations**”) under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are subject to the terms and provisions set forth in the Agreement.

Assignee's address is 135 S. LaSalle Street, Suite 223, Chicago, IL 60603.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 7th day of February, 2003.

WORMSER COMPANY

By Scott F. Stephens
Name: Scott F. Stephens
Title: Treasurer, CFO