

03-10-2003

OFFICE OF PATENT RECORDS



MAR - 3 AM 9:52

102385498  
**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

FINANCE SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

3-5-03

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment
  - License
  - Security Agreement
  - Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year  
12 / 30 / 2002

**Conveying Party**

Mark if additional names of conveying parties attached

Name Pinnacle Frames and Accents, Inc.

Effective Date  
Month Day Year  
12 / 30 / 2002

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name PNC BANK, NATIONAL ASSOCIATION

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Two Tower Center Blvd., 8th Floor  
Address (line 2) \_\_\_\_\_

Address (line 3) East Brunswick New Jersey 08816  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other National Banking Association
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Representative should be attached.  
*(Designation must be a separate document from Assignment.)*

03/07/2003 LINDLER 00000197 76449338

01 FC:8521 40.00 OP  
02 FC:8522 206.00 OP

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_  
Address (line 1) \_\_\_\_\_  
Address (line 2) \_\_\_\_\_  
Address (line 3) \_\_\_\_\_  
Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number 214/855-4500

Name Andrea Walker  
Address (line 1) Jenkins & Gilchrist, A Professional Corporation  
Address (line 2) 1445 Ross Avenue, Suite 3200  
Address (line 3) Dallas, Texas 75202-2799  
Address (line 4) \_\_\_\_\_

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 5

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)		
<u>76/449,338</u>	<u>1,702,241</u>	<u>2,038,655</u>	<u>2,359,031</u>
<u>76/465,866</u>	<u>1,992,583</u>	<u>2,087,033</u>	_____
_____	<u>2,038,654</u>	<u>2,339,912</u>	_____

**Number of Properties**

Enter the total number of properties involved.

# 9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$240.00

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 10-0447

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Andrea Walker  
Name of Person Signing

Andrea Walker  
Signature

March 5, 2003  
Date Signed

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between PINNACLE FRAMES AND ACCENTS, INC., a Delaware corporation with its chief executive office at 6815 Manhattan, Suite 105, Fort Worth, Texas 76120 (the "Debtor"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association with an office at Two Tower Center Blvd. 8<sup>th</sup> Floor, East Brunswick, New Jersey 08816 as agent for the various financial institutions party to the Loan Agreement (as defined below) (the "Secured Party").

WHEREAS, the Debtor has acquired, adopted, and used, and is using, the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof, which, as indicated in Exhibit A, are registered in the United States Patent and Trademark Office.

WHEREAS, the Debtor and the Secured Party have concurrently herewith entered into a Revolving Credit, Term Loan and Security Agreement (referred collectively herein as the "Loan Agreement") by which the Secured Party has acquired security interests in said trademarks and trade names and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby grant, transfer, assign, and convey a lien and security interest to the Secured Party in all rights, titles, and interests of the Debtor in and to the said trademarks and trade names, together with the goodwill of the business symbolized by such trademarks and trade names, and in the registrations or applications for registration thereof (all such property being referred to collectively herein as the "Trademark Collateral").

The Debtor further covenants and warrants to the Secured Party as follows:

(a) the Debtor is the sole and exclusive owner of the Trademark Collateral and all rights comprised of the Trademark Collateral, subject to limitations imposed by law, and has the full authority to make this assignment;

(b) none of the Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered, and is in all aspects free and clear of any encumbrances;

(c) to the Debtor's knowledge the validity of the Trademark Collateral has never been questioned;

(d) the Debtor has not entered into any contract or made any commitment that will or may impair the Secured Party's rights hereunder; and

(e) the Trademark Collateral and all rights comprised of the Trademark Collateral shall not be licensed or assigned in any manner without prior permission from the Secured Party.

THIS TRADEMARK SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED, AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT THE SECURED PARTY'S OFFICES IN DALLAS, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF TEXAS, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED, AND PERFORMED THEREIN.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Trademark Security Agreement as of this 30 day of December, 2002.

DEBTOR:

PINNACLE FRAMES AND ACCENTS, INC.

By: Steven J. Pelly  
Name: Steven J. Pelly  
Title: Executive Vice President

THE STATE OF Texas §  
COUNTY OF Dallas §

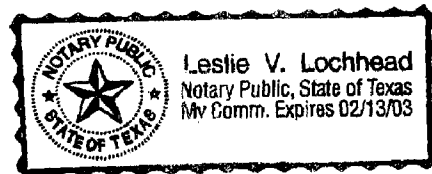
BEFORE ME, the undersigned Notary Public, on this day personally appeared Steven J. Pelly, the EVP of Pinnacle Frames and Accents, Inc., a Delaware corporation, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30 day of December, 2002.

[ SEAL ]

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

Leslie V. Lochhead  
Notary Public in and for  
the State of \_\_\_\_\_



SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent for the Lenders

By: Christy West  
Name: CHRISTY WEST  
Title: VICE PRESIDENT

THE STATE OF Texas §  
  §  
COUNTY OF Dallas §

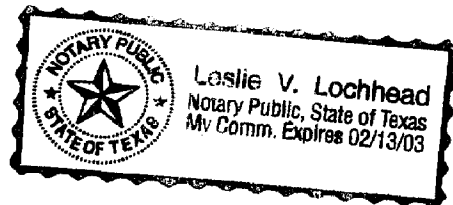
BEFORE ME, the undersigned Notary Public, on this day personally appeared Christy West, the Vice President of PNC Bank, National Association, a national banking association, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30 day of December, 2002.

[ SEAL ]

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

Leslie V. Lochhead  
Notary Public in and for  
the State of Texas



## EXHIBIT A

Trademarks

Owner of Record	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Type of Mark
Borrower	United States	Impulse Designs	2,038,654	2/18/97	Trade Mark
Borrower	United States	Impulse Designs (name & design)	2,038,655	2/18/97	Trade Mark
Borrower	United States	Magee	2,087,033	8/12/97	Trade Mark
Borrower	United States	Magee Company	1,992,583	8/13/96	Trade Mark
Borrower	United States	Memories w/Design			Trade Mark
Borrower	United States	Nuance	2,339,912	4/11/00	Trade Mark
Borrower	United States	Pinnacle Art and Frame	2,359,031	6/20/00	Trade Mark
Borrower	United States	Pinnacle Frames and Accents		11/16/02	Service Mark
Borrower	United States	Tandycrafts & design	1,702,241	7/21/92	Service Mark