

03-14-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼

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

102390615 ▼ ▼ ▼

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

1. Name of conveying party(ies):

Rico Corporation

3.11.03

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State

☐

Other _____

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

Execution Date: 2/28/2003

2. Name and address of receiving party(ies)

Name: The Royal Bank of Scotland plc

Internal

Address: _____

Street Address: 36 St. Andrew Square

City: Edinburgh EH2 2YB

State: A Zip: Scotland

☐

Individual(s) citizenship _____

☐

Association _____

☐

General Partnership _____

☐

Limited Partnership _____

☐

Corporation-State _____

☒

Other Public Limited Company of Scotland

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) _____

B. Trademark Registration No.(s) _____

(See Attached)

Additional number(s) attached ☒ Yes ☐ No

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

Name: John P. Rynkiewicz

Internal Address: Suite 1100

Kaye Scholer LLP

Street Address: 901 Fifteenth Street, N.W.

City: Washington, State: DC Zip: 20005

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

☐

Enclosed

☒

Authorized to be charged to deposit account

8. Deposit account number:

11-0228

DO NOT USE THIS SPACE

9. Signature.

John P. Rynkiewicz

Name of Person Signing

Signature

March 6, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

03/13/2003 GTOW11 00000053 110228 2352995

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:0521
02 FC:052240.00 CH
150.00 CHTRADEMARK
REEL: 002690 FRAME: 0349

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
Rico International	2352995	USA	05/30/1997
Rico Select Jazz	2227049	USA	03/02/1999
Rico Royal	1622415	USA	11/13/1990 Renewed: 11/13/2000
Rico (Device)	1185684	USA	1/12/1982 Renewed: 12/12/2002
Rico	0712864	USA	3/21/1961 Renewed: 03/21/2001
La Voz	1603657	USA	06/26/1990 Renewed: 06/26/2000
La Voz	1219919	USA	12/14/82

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Rico Corporation, a California corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to The Royal Bank of Scotland plc, as agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge, Security and Guarantee Agreement dated as of February 28, 2003 (the "Security Agreement") among Grantor, the other Obligors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor 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, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

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

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is Corporate and Structured Finance London, 9th Floor, 280 Bishopsgate, London EC2M 4RB.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly
executed by its officer thereunto duly authorized as of the 28 day of February, 2003.

RICO CORPORATION

By: Wm M Carpenter
Name: William M Carpenter
Title: President

Schedule I**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
Rico International	2352995	USA	05/30/1997
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