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FORM PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

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

1. Name of conveying party(ies):

Mickelberry's, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: March 12, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Collateral

Internal Address: Agent

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois banking corporation
- 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 patent number(s):

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached? Yes No

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

Name: Federal Research Company, LLC
Internal 1030 15th Street, NW, Suite 920
Washington, DC 20005

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

THIS SPACE

03/19/2003 6TON11 00000122 74173605

04 FC:8521 40.00 DP
02 FC:8522 50.00 DP

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.

Gregory T. Pealer, Paralegal

Name of Person Signing

Signature

March 12, 2003

Date

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

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

1337102

TRADEMARK REEL: 002694 FRAME: 0223

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MICKELBERRY'S (stylized)	US	74/173,605	6/5/91	1,744,683	1/5/93
MICKELBERRY'S	US	74/173,606	6/5/91	1,781,584	7/13/93
MICKELBERRY'S (stylized)	US	71/527,164	7/5/47	522,115	3/14/50

TRADEMARK COLLATERAL AGREEMENT

This 12th day of March, 2003, Mickelberry's, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 2890 Chancellor Drive, Suite 210, Crestview Hills, Kentucky 41017, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60007, acting as collateral agent hereunder for the Secured Creditors as defined in the Security Agreement hereinafter identified and defined (HTSB acting as such collateral agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Collateral Agent*"), and grants to the Collateral Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of SMG Holdings, Inc., a Delaware corporation (the "*Borrower*"), Debtor and certain other affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith among the Borrower, Debtor, certain other affiliates of Debtor and the Collateral Agent (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Collateral Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Collateral Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MICKELBERRY'S, INC.

By  _____

Name: Thomas D. Davis

Title: President

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By _____

Name _____

Title _____


trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MICKELBERRY'S, INC.

By _____
Name: _____
Title: _____

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By 
Name Philip Langbein
Title Vice President