Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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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):

Carlton-Bates Company

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

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

2. Name and address of receiving party(ies)

Name: **Bank of America, N.A.**
Internal Address: **Mail Code: IL 1-231-08-30**

Street Address: **231 South LaSalle Street**

City: **Chicago** State: **IL** ZIP: **60697**

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: **07/16/2003**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,592,530; 2,517,095**

Additional number(s) attached [ ] Yes [x] No

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

Name: **Daniel A. Crowe**

Internal Address: **Bryan Cave LLP**

One Metropolitan Square

Street Address: **211 N. Broadway, Suite 3600**

City: **St. Louis** State **MO** ZIP: **63102**

6. Total number of applications and registrations involved: 2

7. total fee (37 CFR 3.41).....**$65.00**

- [ ] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account Number:

02-4467

DO NOT USE THIS SPACE

9. Signature.

Daniel A. Crowe	D. A. Crowe	08/29/2003
Name of Person Signing	Signature	Date

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

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

CH $65.00 024467 1592530

700042324

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, CARLTON-BATES COMPANY, an Arkansas corporation (the "Assignor"), has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the Trademarks (as such term is defined in the Security Agreement) listed on the annexed Schedule A;

WHEREAS, the Assignor, has entered into a Security Agreement, dated July 16, 2003 (the "Security Agreement"), in favor of BANK OF AMERICA, N.A., as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of July __, 2003.

CARLTON-BATES COMPANY

By: _____
Name: STEVE W. ALLEN
Title: CEO

STATE OF GEORGIA

ss.:

COUNTY OF FULTON

On this 16th day of July, 2003, before me personally came STEVE W. ALLEN, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the CEO of CARLTON-BATES COMPANY, an Arkansas corporation (the "Company"), and that he executed the foregoing instrument in the name of the Company, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said Company for the uses and purposes therein mentioned.

_____
Notary Public

My Commission Expires:

MARJORIE JORDAN
Notary Public, DeKalb County, Georgia
My Commission Expires February 12, 2005

SCHEDULE A TO ASSIGNMENT FOR SECURITY

(TRADEMARK REGISTRATIONS AND APPLICATIONS)

Registrant	Trademark Name	Registration Number	Expiration
Carlton-Bates Company	"C-B Only the Best is Good Enough" Service Mark	1,592,530	04/17/10
LADD Industries, Inc.	"LADD"	2,517,095	12/11/11

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