

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

Tab settings ⇌ ⇌ ⇌

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)
- 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: **07/16/2003**

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
- 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 registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

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

Additional number(s) attached  Yes  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
- Authorized to be charged to deposit account

8. Deposit account Number:

**02-4467**

**DO NOT USE THIS SPACE**

9. Signature.

**Daniel A. Crowe**

Name of Person Signing



Signature

**08/29/2003**

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

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

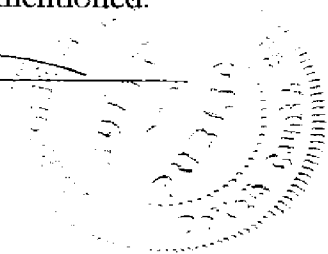
By: Steve W. Allen  
Name: STEVE W. ALLEN  
Title: CEO

STATE OF GEORGIA  
COUNTY OF FULTON

ss.:

On this 16<sup>th</sup> 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.

Marjorie Jordan  
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)

<u>Registrant</u>	<u>Trademark Name</u>	<u>Registration Number</u>	<u>Expiration</u>
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