

RE

04-22-2003



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Handwritten number: 122103

Tab settings ▼

To the Honorable Commissioner of Patents and Trademarks

102426105

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LWG Consulting, Inc.

Handwritten: 4.77.03

- 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: January 27, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois banking
- 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-1 attached hereto

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto

Handwritten: 2043089

Additional numbers attached? Yes No

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

Name:

Internal:

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

Street:

City: State: ZIP:

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41):

Handwritten: \$290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

04/23/2003 LNUJELLER 00000071 2043089

01 FC:8521 40.00 OP
02 FC:8522 250.00 OP

DO NOT USE THIS SPACE

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.

Andrea Serdiuk, Paralegal

Name of Person Signing

Handwritten signature: Andrea Serdiuk

Signature

April 17, 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

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

<u>MARKS</u>	<u>REGISTRATION NO.</u>	<u>GRANTED</u>
Amax	2043089	3/11/97
Cryoblast	1976600	5/28/96
Cryoblaster	2083448	7/29/97
Dynak	2006407	10/8/96
Glowsan	2010239	10/22/96
Lexor	2010230	10/22/96
LWG Incorporated	2000833	9/17/96
LWG Incorporated	1978051	6/4/96
Parazine	2010240	10/22/96
RestorTek	1976604	5/28/96
Vitron	2006406	10/8/96

PENDING FEDERAL TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILED</u>
LWG Consulting	_____	_____
Your Trusted Advisor	_____	_____
LWG Your Trusted Advisor	_____	_____

TRADEMARK COLLATERAL AGREEMENT

This 27th day of January, 2003, LWG Consulting, Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 3455 Commercial Avenue, Northbrook, Illinois 60062, 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 with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 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) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) 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-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;


to secure performance of all Obligations of Debtor as set out in that certain General Security Agreement bearing even date herewith between Debtor and Secured Party (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 Secured Party 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 Secured Party on such Intent-To-Use Application as collateral security for the 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 Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

LWG CONSULTING, INC.

By 
Name ROBERT J. WESTHOFF
Title PRESIDENT

HARRIS TRUST AND SAVINGS BANK

By 
Name J.W. KING
Title VP

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.