

4-25-03 RE

04-25-2003

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U.S. DEPARTMENT OF
Patent and Trademark



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To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies):
ROBERTS-GORDON LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware Limited Liability Company

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

3. Nature of conveyance:

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

Execution Date: APRIL 22, 2003

2. Name and address of receiving party(ies)

Heller Financial, Inc., as Agent

Internal Address: _____

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation State DE

☐ Other _____

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
78/066,260 75/856,488

B. Trademark Registration
2,200,406 2,367,060 2,442,487

Additional numbers attached? NO

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

Name: Rebecca L. Foley

Internal A

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

Street Address: _____

City: _____ Stat - _____ ZIP - _____

6. Total number of applications and registrations 5

7. Total fee (37 CFR 3.41)..... \$ 140.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

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

4/25/2003 LMUELLER 00000233 78066260

DO NOT USE THIS SPACE

1 FC:8521 40.00 UP
2 FC:8521 100.00 UP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Rebecca L. Foley
Name of Person

Signature

APRIL 22, 2003
Date

Total number of pages including cover sheet, attachments, and

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

TRADEMARK SECURITY AGREEMENT

WHEREAS, ROBERTS-GORDON LLC, a Delaware limited liability company ("**Grantor**"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor and Agent (Agent in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations and Trademark applications, and all products and proceeds thereof, to secure the payment of the "**Obligations**" (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee for the benefit of Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*- Remainder of Page Intentionally Left Blank –
[Signature Page Follows*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 22nd day of April, 2003.

ROBERTS-GORDON LLC, a Delaware
limited liability company

By: Paul A Dines
Name: Paul A. Dines
Title: Manager

Acknowledged and accepted as of the year
and date written above:

HELLER FINANCIAL, INC., a Delaware
corporation, as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

TRADEMARK
REEL: 002717 FRAME: 0702

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 22nd day of April, 2003.

ROBERTS-GORDON LLC, a Delaware
limited liability company

By: _____
Name: Paul A. Dines
Title: Manager

Acknowledged and accepted as of the year
and date written above:

HELLER FINANCIAL, INC., a Delaware
corporation, as Agent

By: Robert A. Pierce
Name: Robert A. Pierce
Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 002717 FRAME: 0703

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
CARIBE	2,200,406	10.27.98
QUALITY IN ANY LANGUAGE	2,367,060	07.11.00
RG & DESIGN	2,442,487	02.18.00

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>DATE</u>
BLACKHEAT	78/066,260	05.29.01
COMBAT	75/856,488	11.23.99

TRADEMARK LICENSES

None.

Trademark Security Agreement