

05-21-2003

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Form PTO-1594

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies):

STAR MANUFACTURING INTERNATIONAL, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ Other _____

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

3. Nature of conveyance:

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

Execution Date: 05/13/2003

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS AGENT

Internal

Address: SUITE 6400

Street Address: 311 SOUTH WACKER DRIVE

City: CHICAGO State: IL Zip: 60606

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State DE
☐ 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) 75/560,313

B. Trademark Registration No.(s) 2,462,212

Additional number(s) attached ☒ Yes ☐ No

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

Name: PENELOPE JOHNSON

Internal Address: KATTEN MUCHIN ZAVIS ROSENMAN
SUITE 1600

Street Address: 525 WEST MONROE STREET

City: CHICAGO State: IL Zip: 60661

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

PENELOPE JOHNSON

Name of Person Signing

Signature

05/16/2003

Date

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

7

05/22/2003 6TON11 00000025 75560313

01 FC:0521
02 FC:052240.00 OP
325.00 OP

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

TRADEMARK
REEL: 002735 FRAME: 0779

U.S. Trademark Applications (Continuation of Item 4A)

| Application No. |
|------------------------|
| 75/552,044 |
| 78/221,956 |
| 78/223,700 |
| 75/702,922 |

U.S. Trademark Registration (Continuation of Item 4B)

| |
|-----------|
| 2,462,211 |
| 511,332 |
| 1,906,444 |
| 1,693,407 |
| 2,635,159 |
| 1,674,940 |
| 2,516,207 |
| 2,673,100 |

TRADEMARK SECURITY AGREEMENT

Dated: May 13, 2003

WHEREAS, Star Manufacturing International, Inc., a Delaware corporation ("**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, Grantor, as Borrower, has entered into a Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Antares Capital Corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a 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**") by and among Grantor, each other "**Debtor**" from time to time party thereto and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Agent and 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, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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

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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 and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in 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]*

60171989.2

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the year and date first written above.

**STAR MANUFACTURING
INTERNATIONAL, INC.,**
a Delaware corporation

By: C. von Schroeter
Name: Carlo A. von Schroeter
Title: Vice President

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

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

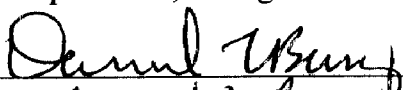
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the year and date first written above.

**STAR MANUFACTURING
INTERNATIONAL, INC.,**
a Delaware corporation

By: _____
Name: _____
Title: _____

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

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Daniel L. Barry
Title: Director

U.S. Trademark Registrations

| Mark | Registration No. | Registration Date |
|----------------|------------------|-------------------|
| DURATEC | 2,462,212 | 06.19.01 |
| SEAL-MAX | 2,462,211 | 06.19.01 |
| TOASTSWELL | 511,332 | 06.21.49 |
| CIMA | 1,906,444 | 07.18.95 |
| CHIEF'S CHOICE | 1,693,407 | 06.09.92 |
| JETSTAR | 2,635,159 | 10.15.02 |
| STAR | 1,674,940 | 2.11.92 |
| STAR | 2,516,207 | 12.11.01 |
| ULTRA-MAX | 2,673,100 | 01.07.03 |

Foreign Trademark Registrations

None

U.S. Trademark Applications

| Mark | Application No. | Filing Date |
|----------------|-----------------|-------------|
| GALAXY | 75/560,313 | 09.28.98 |
| STAR GRILL-MAX | 75/552,044 | 09.10.98 |
| STAR MAX | 78/221,956 | 03.03.03 |
| CHROME MAX | 78/223,700 | 03.10.03 |
| PRO-MAX | 75/702,922 | 03.10.03 |

Foreign Trademark Applications

None

Trademark Licenses

Name of Agreement Parties Date of Agreement

None