

11-06-2003

Form PTO-1594

(Rev. 10/02)

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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):

Aljoma Lumber, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (FL)
☐ 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: 10/31/2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 1100 Abernathy Road, Ste. 900

City: Atlanta State: GA Zip: 30328

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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) 75635540

B. Trademark Registration No.(s) 2260468; 2425227

Additional number(s) attached ☐ Yes ☒ No

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

Name: King & Spalding LLP

Internal Address: Attn: Deborah Corey

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 210.00 (incl. expedite fee)

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

FEE OK

DO NOT USE THIS SPACE

9. Signature.

Deborah Corey

Name of Person Signing

Signature

October 31, 2003

Date

5

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

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

11-3-03

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2003, by ALJOMA LUMBER, INC., a Florida corporation ("Grantor"), in favor of General Electric Capital Corporation, a Delaware corporation, as successor by merger to General Electric Capital Corporation, a New York corporation ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof, by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make Revolving Credit Advances and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Lender has made or is willing to make Revolving Credit Advances and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor execute and deliver to Lender, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance of the security interests granted to Lender, pursuant to that certain Security Agreement, dated as of July 11, 1996, as amended, between the Grantor and the Lender (the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 executed and delivered by its duly authorized officer as of the date first set forth above.

ALJOMA LUMBER, INC.

By: 
David L. Flinn
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:


GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Curtis J. Correa
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 30th day of October, 2003, before me personally appeared David L. Flinn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ALJOMA LUMBER, INC. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public {seal}



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Applications:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
PRESSURE-TREATED ALWOOD	75635540	February 5, 1999

Registrations:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GOLDEN BIRCH SANDE	2260468	July 13, 1999
PLYJOMA	2425227	January 30, 2001