

1842 (L.006) (255978)

Form PTO-1591 (Rev. 10/02) OMB No. 6851-0027 (exp. 0/30/2005)		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		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.					
<b>1. Name of conveying party(ies):</b>  105 Meridian, LLC  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u>			<b>2. Name and address of receiving party(ies)</b> Name: <u>Harris Trust and Savings Bank</u> Internal Address:  Street Address: <u>111 West Monroe St.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60603</u>  <input type="checkbox"/> Individual(s) citizenship <u>United States</u> <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>National Trust and Savings Association</u>		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>3. Nature of conveyance</b>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>See Attached</u>  Execution Date: <u>8/27/99</u>			<b>4. Application number(s) or registration number(s).</b>  A. Trademark Application No.(s) <u>74/557733</u>  B. Trademark Registration No.(s) <u>1762718 1768568 2190403</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Kathleen S. Herbert</u>  Internal Address: <u>Paigre &amp; Benson LLP</u>    Street Address: <u>1900 Fifteenth Street</u>   City: <u>Boulder</u> State: <u>CO</u> Zip: <u>80302</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">4</span>		
			<b>7. Total fee (37 CFR 3.41).....\$</b> <u>115.00</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			<b>8. Deposit account number:</b> <u>03-1725</u>  (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <i>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.</i>  <u>Kathleen S. Herbert</u> <u>Kathleen S. Herbert</u> <u>11/19/03</u> Name of Person Signing                      Signature                      Date					
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">12</span>					

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

CH \$115.00 031725 74557733

3 Nature of Conveyance:

Record to correct the nature of conveyance from an assignment to a security interest  
erroneously recorded on assignment document previously recorded at reel 001964 frame  
0723

FORM PTO-1619A  
Expires 7/6/99  
LMD 07/1/02/7

09-27-1999

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

MRD  
9-24-09



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name  
Effective Date  
Month Day Year \_\_\_\_\_
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Name 105 Meridien, LLC

Month Day Year  
08-27 1999

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other limited liability company
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name Harris Trust and Savings Bank

ORIGINATOR \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 111 West Monroe Street

Address (line 2) \_\_\_\_\_

Address (line 3) Chicago

IL

60603

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other National Trust and Savings Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization United States

09/24/1999 09:08:31 7454733

FOR OFFICE USE ONLY

FORM 1619A

49.00 EP  
175.00 EP

This form for pages 5-8 of the collection of information is subject to a charge approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the information to complete the Cover Sheet. For information regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503, or to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0411-0017), Washington, D.C. 20503. See OMB Regulation 0411-0017, Budget Package 0451-0017, Patent and Trademark Assignment Process. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THE

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK  
REEL: 001964 FRAME: 0723

TRADEMARK  
REEL: 002750 FRAME: 0093

FORM PTO-1618B  
Patent and Trademark Office  
TRADEMARK

Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name: \_\_\_\_\_

Address (line 1): \_\_\_\_\_

Address (line 2): \_\_\_\_\_

Address (line 3): \_\_\_\_\_

Address (line 4): \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number: \_\_\_\_\_

Name: \_\_\_\_\_

Address (line 1): RETURN TO

Address (line 2): FEDERAL RESEARCH CORP

Address (line 3): 400 SEVENTH STREET NW

Address (line 4): SUITE 101

Address (line 5): WASHINGTON DC 20004

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input checked="" type="checkbox"/> 74562793	<input type="checkbox"/> 75323312	<input type="checkbox"/> 75323313	<input checked="" type="checkbox"/> 1762718	<input checked="" type="checkbox"/> 1768568	<input type="checkbox"/> 17032288
<input type="checkbox"/> 75323309	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 2190403	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Brian Peterson

Name of Person Signing

Signature

9/21/99

Date Signed

TRADEMARK  
REEL: 001964-FRAME: 0724

TRADEMARK  
REEL: 002750 FRAME: 0094

## TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (the "Mortgage") made as of this 27<sup>th</sup> day of August, 1992, by 105 MERIDIEN, LLC, a Delaware limited liability company ("Mortgagor") in favor of HARRIS TRUST AND SAVINGS BANK ("Mortgagee"):

### WITNESSETH

WHEREAS, Mortgagor and Mortgagee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), that certain Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Security Agreement") and other related loan documents of even date herewith (collectively, with the Credit Agreement and the Security Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Mortgagee a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) each Trademark is valid and enforceable, except to the extent its invalidity and unenforceability could not reasonably be expected to have a Material Adverse Effect;

(iii) as of the date hereof, no Trademark is subject to a license, except those of the type contemplated in (iv) below;

(iv) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons; provided, that, in the ordinary course of business, Mortgagor shall have the right to grant non-exclusive licenses to its third-party customers in connection with the sale of its inventory to such customers, if Mortgagor gives Mortgagee prompt notice and, if in writing, a copy of such license.

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage; provided, that, in the ordinary course of business, Mortgagor shall have the right to grant non-exclusive licenses to its third-party customers in connection with the sale of its inventory to such customers, if Mortgagor gives Mortgagee prompt notice and, if in writing, a copy of such license.

5. New Trademarks. Mortgagor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Mortgagor. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Mortgagor shall (i) become aware of any existing Trademarks of which Mortgagor has not previously informed Mortgagee, or (ii) become entitled to the benefit

of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Schedule A to include any such Trademarks.

6. Royalties; Terms. The term of the mortgage granted herein shall extend until the earlier of (i) the expiration of each of the Trademarks, and (ii) the payment in full of the Obligations and the termination of the Financing Agreements. Mortgagor agrees that upon the occurrence of an Event of Default, the use by Mortgagee of all Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Product Quality. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional reasonable product quality controls as Mortgagee, or said conservator, in its reasonable judgment, may reasonably deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Mortgagee shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Mortgagor and shall be charged against the Obligations.

10. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, and (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor.

11. Mortgagee's Right to Sue. After an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Mortgagee's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Mortgagee reasonably deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.



16. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be renmade on the date of each borrowing under the Financing Agreements.



IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first written above.

105 MERIDIEN, LLC

By Brian A. Olson  
Its Vice President

Agreed and Accepted  
As of the Date First Written Above

HARRIS TRUST AND SAVINGS BANK

By \_\_\_\_\_  
Its \_\_\_\_\_

1003996

TRADEMARK MORTGAGE

TRADEMARK  
REEL: 001964 FRAME: 0730

TRADEMARK  
REEL: 002750 FRAME: 0100

Sent by: GILGERS, KENN et al

312 332 2196 37; 08/26/99 3:26PM; JettFax #103; Page 6/19

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first written above.

105 MERIDIEN, LLC

By \_\_\_\_\_  
In \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

HEARST TRUST AND SAVINGS BANK

By William P. Reilly  
In K.P.

12/1/99

TRADEMARK MORTGAGE  
TRADEMARK  
REEL: 001964 FRAME: 0731

RECORDED: 11/19/2003

TRADEMARK  
REEL: 002750 FRAME: 0101