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To the Honorable Commissioner of Pat.

102473853

original documents or copy thereof.

1. Name of conveying party(ies):

Rogers Enterprises, Inc.

- 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 Collateral Agreement
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: ABN AMRO Bank N.V.

Internal Address: 6th Floor

Street Address: 680 Fifth Avenue

City: New York State: NY ZIP: 10166

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other BANK

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)

None

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto

Additional numbers attached? Yes No

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

Name: _____

Internal Address: _____

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202 783 2700

City: C State: _____ ZIP: _____

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

06/17/2003 6TON11 00000047 1910600

DO NOT USE THIS SPACE

01 FC:6521 40.00 00
02 FC:6522 75.00 00

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.

Elizabeth A. Szklarz
Name of Person Signing

Elizabeth A. Szklarz
Signature

6/12/03
Date

Total number of pages including cover sheet, attachments, and document: 7

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

MARKS	REG. NO.	GRANTED
ROGERS & HOLLANDS	1,918,608	12 SEPT. 1995
JEWELRY CREATED FOR NOW AND FOREVER	1,796,602	05 OCTOBER 1993
JEWELTIDE CELEBRATION	1,798,380	12 OCTOBER 1993
ASHCROFT & OAK	2,605,871	6 AUGUST 2002

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
NONE		

COMMON LAW MARKS AND TRADE NAMES

Everything Sale	Always Affordable
Now!	Fulfilling Dreams and Creating Memories

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

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

TRADEMARK LICENSES

None.

TRADEMARK COLLATERAL AGREEMENT

This 9th day of June, 2003, Rogers Enterprises, Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 20821 Cicero Avenue, Matteson, Illinois 60443, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conditionally assigns, mortgages and pledges to ABN AMRO Bank N.V., with its mailing address at 680 Fifth Avenue, 6th Floor, New York, New York 10166, 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 Secured Obligations of Debtor as set out in that certain 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.

ROGERS ENTERPRISES, INC.

By Joseph P. Hartl
Name: Joseph P. Hartl
Its Executive Vice President

ABN AMRO BANK N.V.

By _____
Name: _____
Its _____

and

By _____
Name: _____
Its _____

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.

ROGERS ENTERPRISES, INC.

By _____
Name: _____
Its _____

ABN AMRO BANK N.V.

By Jeffrey Saffaty
Name: JEFF SAFFATY
Its VP

and

By Frederick Jennings
Name: FREDERICK JENNINGS
Its VP

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Karen A. Anderson a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph P. Hartl, Executive Vice President of Rogers Enterprises, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of June, 2003.

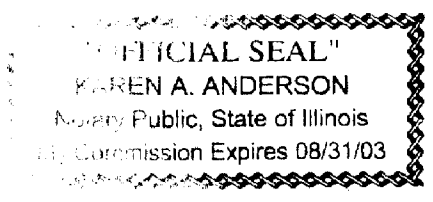
(NOTARIAL SEAL)

Karen A. Anderson
Notary Public

Karen A. Anderson
(Type or Print Name)

My Commission Expires:

8/31/03

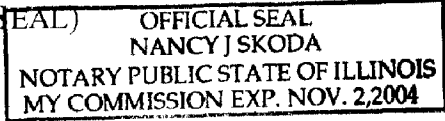


STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Nancy J. Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeff Sarfaty, Vice President of ABN AMRO Bank N.V. and Frederick Jennings, Vice President of ABN AMRO Bank N.V., who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Presidents, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of June, 2003.

(NOTARIAL SEAL)



Nancy J. Skoda
Notary Public

Nancy J. Skoda
(Type or Print Name)

My Commission Expires:

Nov. 2, 2004