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

OMB No. 0651-0027 (exp. 6/30/2005)

TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies):

Pan-Oston Ltd.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Ontario, Canada Other

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

2. Name and address of receiving party(ies)

Name: Bank One, NA Internal Address:

Street Address: 416 W. Jefferson Street City: Louisville State: KY Zip: 40202

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Third Amendment to Collateral

Execution Date: June 11, 2003 Assignment

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1761388

Additional number(s) attached Yes No

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

Name: Cynthia L. Stewart

Internal Address: Frost Brown Todd LLC 32nd Floor

Street Address: 400 W. Market Street

City: Louisville State: KY Zip: 40202-3363

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

024275

DO NOT USE THIS SPACE

9. Signature.

Cynthia L. Stewart

Name of Person Signing

Signature

June 12, 2003

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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002755 FRAME: 0650

THIRD AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARK

This is a Third Amendment to Collateral Assignment of Trademark, dated as of June 11, 2003, (this "Amendment") between **PAN-OSTON LTD.**, an Ontario corporation (the "**Assignor**") and **BANK ONE, NA**, a national banking association with its principal office in Chicago, Illinois (successor by merger to Bank One, Kentucky, NA) (in its capacity as contractual representative of the Lenders, as that term is defined in the Credit Agreement defined below, the "**Agent**").

Recitals

A. The Agent and the Assignor along with Pan-Oston Co., a Delaware corporation, and Retail Logic, Inc., a Delaware corporation (collectively, the Assignor, Pan-Oston Co. and Retail Logic, Inc. are referred to herein as the "**Borrowers**"), and joined in by Mark E. Weiss (the "**Guarantor**"), entered into a certain Loan Agreement and a certain Security Agreement, both dated as of December 29, 2000 whereby Agent has made certain loans to the Assignor and the other Borrowers.

B. The Assignor is the owner of the trademark with the U.S. Registration No. 1,761,388, named "**PAN-OSTON**" and registered on March 30, 1993 (the "**Mark**").

C. Pursuant to that Loan Agreement and that Security Agreement, the Agent and the Assignor entered into a certain Collateral Assignment of Trademark on December 29, 2000 (the "**Collateral Assignment**") for the Mark which was recorded with the U.S. Patent and Trademark Office on January 4, 2001 at Reel 002216 and Frame Number 0001.

D. The Agent and the Assignor amended the Collateral Assignment through a First Amendment to Collateral Assignment of Trademark, dated June 29, 2001 ("**First Amendment**") to reflect certain modifications and amendments to the Loan Agreement and Security Agreement.

E. The Agent and the Assignor further amended the Collateral Assignment through a Second Amendment to Collateral Assignment of Trademark, dated as of November 15, 2002 (the "**Second Amendment**") to reflect certain modifications and amendments set forth in a Credit Agreement, dated as of November 15, 2002, among the Assignor, Retail Logic, Inc., Pan-Oston Co., Agent, the Lenders party thereto and joined in by Houchens Industries, Inc. (collectively, the "**Credit Agreement Parties**"), as amended by a First Amendment to Loan Documents, dated as of March 25, 2003, among the Credit Agreement Parties, Mark E. Weiss (individually and as Trustee of LEC Trust), Anthony Esposito, and Betty Thompson, as further amended by the Second Amendment to Loan Documents, dated as of the date of this Agreement, among the Assignor, Retail Logic, Inc., Pan-Oston Co., the Agent, the Lenders thereto, Houchens Industries, Inc. and Houchens Investments, Inc. (as amended by the First Amendment to Loan Documents, the Second Amendment to Loan Documents and as otherwise amended or modified, the "**Credit Agreement**").

F. The Agent and the Assignor now wish to amend the Collateral Assignment through this Amendment to reflect certain modifications and amendments to the Credit Agreement.

THEREFORE, the Agent and Assignor amend the Collateral Assignment as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings given them in the Credit Agreement.

2. A new Recital E is added to the Collateral Assignment, which recital shall read as follows:

E. The Credit Agreement has been amended pursuant to, among other documents, a First Amendment to Loan Documents, dated as of March 25, 2003, among the Assignor, Retail Logic, Inc., Pan-Oston Co., Agent, the Lenders party thereto, Houchens Industries, Inc., Mark E. Weiss (individually and as Trustee of LEC Trust), Anthony Esposito, and Betty Thompson and by the Second Amendment to Loan Documents, dated as of June 11, 2003, among the Assignor, Retail Logic, Inc., Pan-Oston Co., Agent, the Lenders Party thereto, Houchens Industries, Inc. and Houchens Investments, Inc. The "Credit Agreement" as used herein shall mean the Credit Agreement as amended by the First Amendment to Loan Documents and the Second Amendment to Loan Documents and as it may subsequently be amended or modified.

3. The Collateral Assignment, as modified, shall continue to secure, and Assignor hereby grants, transfers, assigns, conveys, and pledges the Mark and the other Collateral to secure, payment and performance of all of the following Secured Obligations: (a) any and all indebtedness and/or obligations of all or any of the Borrowers to the Agent and/or the Lenders, contingent or otherwise, whether now existing or hereafter arising, in, under, in connection with, and/or evidenced by the Loan Documents, including without limitation all indebtedness and/or obligations, contingent or otherwise, arising in, under, in connection with, and/or evidenced by the Credit Agreement and the other Loan Documents, including without limitation (i) all Obligations and/or all indebtedness and/or obligations arising under or in connection with any and all Notes, including without limitation all and any Notes, Term Note, and/or Revolving Credit Note, and (ii) any and all obligations contained in all Notes, including without limitation all and any Notes, Term Note, and/or Revolving Credit Note, and (iii) all Rate Management Obligations; (b) any and all of the representations, warranties, obligations, agreements, covenants and promises of all or any of the Borrowers contained in the Loan Documents, including without limitation the Credit Agreement and/or the Notes, including without limitation all and any Notes, Term Note, Revolving Credit Note, this Agreement and the other Loan Documents, contingent or otherwise, now existing or hereafter arising, and whether or not now or hereafter evidenced by any note, instrument or other writing; (c) any and all Obligations, and/or all indebtedness, obligations and liabilities of all or any of the Borrowers to the Agent and/or the Lenders, however evidenced, whether now existing or hereafter arising, direct or indirect, absolute or contingent, or acquired by the Agent and/or any Lender, in connection with

the indebtedness and/or obligations in, under, in connection with, and/or evidenced by the Credit Agreement, the Notes, including without limitation all and any Notes, Term Note, Revolving Credit Note and/or the other Loan Documents, including without limitation, any and all other indebtedness, liabilities and obligations of all Borrowers to the Agent and/or any Lender that exist on the date of this Agreement, or arise or are created or acquired after the date of this Agreement, and whether or not the creation thereof was reasonably foreseeable or would be naturally contemplated by any Borrower, the Agent, and/or any Lender as of the date of this Agreement; and (d) any additional indebtedness of Assignor or any other Borrower to Agent or the Lenders, whether direct, indirect, existing, future, contingent or otherwise, all of which are including within the definition of "Secured Obligations" under the Credit Agreement, and all renewals, extensions, modifications and replacements thereof.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment or the terms hereof to produce or account for more than one of such counterparts.

5. Except as modified herein, all other terms of the Collateral Assignment shall remain in full force and effect. The Assignor reaffirms its obligations and the pledges and conveyances contained in the Collateral Assignment.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Agent have caused this Third Amendment to the Collateral Assignment of Trademark to be executed by their duly authorized officers as of the date first written above but actually on the dates shown in the notary blocks below.

Agent:

BANK ONE, NA,
in its capacity as contractual representative of the
Lenders

By Steven G. Sutton
Steven G. Sutton, First Vice President

Assignor:

PAN-OSTON LTD.,
an Ontario corporation

By Betty Thompson
Betty Thompson, President

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COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing was acknowledged before me on June 11, 2003 by Steven G. Sutton as First Vice-President of Bank One, NA on behalf of the association, in its capacity as contractual representative of the Lenders.

My Commission Expires: Jan. 2, 2006

Tamara S. Goodridge
Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Amendment was acknowledged before me on June 11, 2003 by Betty Thompson as President of Pan-Oston Ltd., an Ontario corporation, on behalf of the corporation.

My Commission Expires: Jan. 2, 2006

Tamara S. Goodridge
Notary Public

This Instrument Prepared By:



Charles R. Keeton, Esq.
Frost Brown Todd LLC
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Louisville, Kentucky 40202-3363
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