

07-11-2003

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03

RE

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Docket No.:

03-110

Tab settings →

6-20-03

102494252

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

1. Name of conveying party(ies):

Homer Laughlin China Company

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Sky Bank

Internal Address: _____

Street Address: 10 East Main Street

City: Salineville State: OH ZIP: 43945

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other banking institution

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: June 27, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

<u>1828315</u>	<u>1725751</u>	<u>1824451</u>	<u>1766472</u>
<u>1830391</u>	<u>1702524</u>	<u>1956277</u>	<u>2458676</u>
<u>2043775</u>	<u>1962009</u>	<u>1957774</u>	

Additional numbers Yes No

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

Name: Thomas C. Wettach

Internal Address: Cohen & Grigsby, P.C.

15th Floor

Street Address: 11 Stanwix Street

City: Pittsburgh State: PA ZIP: 15222

6. Total number of applications and registrations involved:.....

11

7. Total fee (37 CFR 3.41):.....\$ \$290.00

- Enclosed
- Authorized to be charged to deposit account

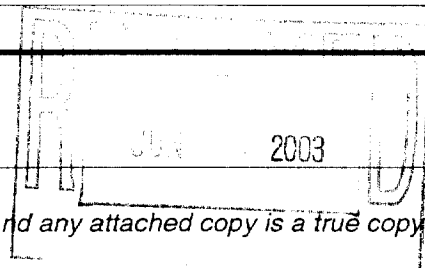
8. Deposit account number:

Charge deficiency or credit overpayment to 03-2026

07/10/2003 LNUELLER 00000134 1828315

DO NOT USE THIS SPACE

01 FC:0521 40.00 OP
02 FC:0522 250.00 OP



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.

Thomas C. Wettach

June 19, 2003

Name of Person Signing

Signature

Date

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

REEL: 002775 FRAME: 0639

TRADEMARK SECURITY AGREEMENT

This Agreement dated as of this 21st day of June, 2002, is made between THE HOMER LAUGHLIN CHINA COMPANY, a Delaware corporation with an address of Sixth and Harrison Street, Newell, WV 26050 ("**Borrower**"), and SKY BANK, an Ohio banking institution, with an address of 10 East Main Street, Salineville, Ohio 43945 ("**Secured Party**").

PREAMBLE

WHEREAS, Borrower and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (the "**Loan Agreement**") pursuant to which Secured Party is extending Loans (as defined in the Loan Agreement) to Borrower as more specifically described therein; and

WHEREAS, Borrower and its subsidiaries have adopted, used and are using and are the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement.

NOW, THEREFORE, in order to induce Secured Party to extend the Loans to Borrower, and for other good and valuable consideration, the parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

1. SECURITY INTEREST

Borrower hereby grants to Secured Party a security interest in: (a) all of Borrower's now existing or hereafter acquired right, title, and interest in and to all of Borrower's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "**Trademarks**"); (b) all of Borrower's rights under any license pursuant to which the Borrower licenses Trademarks from others; (c) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "**Collateral**").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of the "**Obligations**" as defined in the Loan Agreement.

3. WARRANTIES AND COVENANTS

Borrower hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect to Borrower's knowledge, and Borrower owns sole, full, and clear title thereto, and has the right and power to grant the security interest granted hereunder. Borrower will, at Borrower's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("**Lien**"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto.

(b) Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

(c) Borrower will, at Borrower's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Secured Party to have this Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(d) Borrower will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party an original of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

(e) Secured Party may, in its sole discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Borrower will be liable to Secured Party for any such

payment, which payment shall be deemed a borrowing by Borrower from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

(f) As of the date hereof, neither Borrower nor any of its Subsidiaries have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

(g) Borrower shall notify Secured Party in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Borrower shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(h) Borrower has not abandoned any of the Trademarks material to the conduct of the business and Borrower will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Borrower shall notify Secured Party immediately if Borrower knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

4. RIGHTS AND REMEDIES; MISCELLANEOUS

Nothing herein shall be construed as an assignment of any Trademark to Secured Party. This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Borrower and Secured Party have executed this Agreement as of the day and year first above written.

WITNESS:

Michael W. Harmon

BORROWER:

THE HOMER LAUGHLIN CHINA
COMPANY

By: 

Name: _____

Title: _____

SECURED PARTY:

SKY BANK

By: 

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2002, before me personally appeared _____, being duly sworn, did depose and say that he is the above-indicated officer of The Homer Laughlin China Company, the corporation described in and which executed the foregoing instrument and acknowledged to me that he executed the same on behalf of the corporation.

Notary Public

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF WEST VIRGINIA)
)
) ss.:
COUNTY OF HANCOCK)

KNOW ALL MEN BY THESE PRESENTS, that THE HOMER LAUGHLIN CHINA COMPANY, a Delaware corporation (hereinafter "**Borrower**"), hereby appoints and constitutes SKY BANK, an Ohio banking institution, with an address of 10 East Main Street, Salineville, Ohio 43945n ("**Secured Party**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

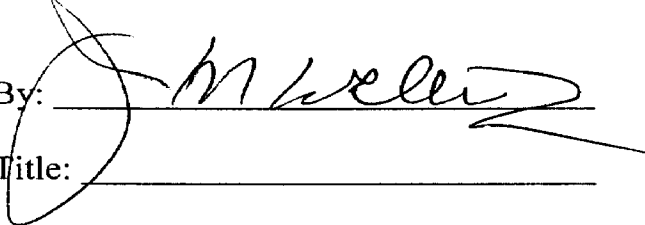
1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Borrower in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, of even date herewith, by and between Borrower and Secured Party (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all Borrower's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of June 7, 2002

THE HOMER LAUGHLIN CHINA
COMPANY
a Delaware corporation

By: 
Title: _____

SCHEDULE A

(see attached)

**The Homer Laughlin China Company
Registered Trademarks®**

Term Registration Number

Name	Effective Date		
Our Logo	29-Mar-94	10 years	
Fiesta (For Dinnerware Gothic	10-Oct-92		1725751
Seville	12-Apr-94	10 years	
Lynica	11-Sep-90		
Ameriwhite	Feb & Mar 1996		
Pristine	Feb & Mar 1996		
Alphalain	Feb & Mar 1996		
Milford	2-Apr-97		
Fiesta (for Dinnerware & Flatware Canada	31-Aug-98		499571
Fiesta Flatware	20-Apr-93		1766472
Genuine Fiesta Accessories	5-Jun-01		2458678

Updated 6/18/2002

TRADEMARK
REEL: 002775 FRAME: 0647

The Homer Laughlin China Company
Domain Name Registrations

<u>Domain Name</u>	<u>Registrar</u>	<u>Effective date</u>	<u>Expiration Date</u>
<u>www.hlchina.com</u>	Safer Internet	28-Mar-1997	28-Mar-03
<u>www.homerlaughlin.cc</u>	Safer Internet	5-May-2001	5-May-11
<u>www.homerlaughlin.org</u>	Safer Internet	5-May-2001	5-May-11
<u>www.homerlaughlin.tv</u>	Safer Internet	5-May-2001	5-May-11
<u>www.homerlaughlin.net</u>	Safer Internet	5-May-2001	5-May-11
<u>www.homerlaughlinchina.cc</u>	Safer Internet	5-May-2001	5-May-11
<u>www.homerlaughlinchina.ws</u>	Safer Internet	5-May-2001	5-May-11
<u>www.homerlaughlinchina.org</u>	Safer Internet	5-May-2001	5-May-11
<u>www.homerlaughlinchina.tv</u>	Safer Internet	5-May-2001	5-May-11
<u>www.homerlaughlinchina.net</u>	Safer Internet	5-May-2001	5-May-11

Updated 6/18/2002

TRADEMARK
REEL: 002775 FRAME: 0648

The Homer Laughlin China Company
Copyright Spreadsheet

<i>Pattern No.</i>	<i>Description</i>	<i>Effective date</i>	<i>Reg. Number</i>	<i>Submitted by</i>
1360	Allyssa	31-Oct-1988	VAU 143-206	JP 10/24/88
1360	Alyssa	21-Feb-1989	VAU 148-167	JP 12/19/88
1402	Arcardia	6-Mar-1989	VAU 149-425	JP 2/24/89
8492	Baby's First Fiesta	22-Dec-2000	VAU 508-680	JN 12/08/00
N/A	Backstamp Design	3-Nov-1988	VAU 143-996	JP 10/31/88
1533	Banyan	12-Oct-1990	VAU 192-938	JP
1814	Bowling Ball	3-Nov-1993	VAU 281-507	JP 10/28/93
1315	Chownings Tavern	3-Jun-1991	VAU 207-118	JP 5/30/91
1317	Christiana Campbells Tavern	16-Jun-1991	VAU 207-117	JP 5/30/91
1345	Coville	15-Apr-1988	VAU 130-338	JP 4/04/88
8491	Cruisin	22-Dec-2000	VAU 508-679	JN 12/08/00
H 4818	Dora	30-May-1990	VAU 182-343	JP 5/07/90
1750	Energy	9-Sep-1993	VAU 266-704	JP 9/01/93
1120	English Rose	18-Jul-1985	VAU 196-517	JP 4/25/85
1304	Fabrique'	15-Apr-1988	VAU 306-036	JP 4/04/88
N/A	Fiesta Backstamp	30-Sep-1991	VAU 214-105	JP 5/30/91
N/A	Fiestaware 2000	4-Feb-1999	VAU 447-534	JP 1/19/99
8494	Go Fish	22-Dec-2000	VAU 508-677	JN 12/08/00
3783	Golden Cairo	28-Mar-1994	VAU 297-111	JP 3/22/94
1788	Golden Frost	4-Apr-1994	VAU 290-193	JP 3/24/94
1813	Golfball	3-Nov-1993	VAU 281-505	JP 10/28/93
N/A	HLC Backstamp	19-Oct-1992	VAU 238-581	JP 10-13-92
121	Holiday Fiesta	6-Jun-1991	VAU 207-119	JP 5/30/91
1316	Kings Arms	5-Jun-1991	VAU 210-446	JP 5/30/91
1346	Kiwi	15-Apr-1988	VAU 130-337	JP 4/04/88
1587	Lee Memorial	28-Oct-1991	VAU 216-801	JP 10/22/91
1781	Lotus	19-Oct-1993	VAU 279-812	JP 10/05/93
N/A	Lyrca Backstamp Design	22-Feb-1991	VAU 202-719	JP 2/12/91
1762	Marlbrough	19-Oct-1993	VAU 287-370	JP 10/05/93
1349	Noble	15-Apr-1988	VAU 130-339	JP 4/04/88
3756	Paradise	14-Mar-1994	VAU 296-908	JP 2/25/94
8490	Party Animals	22-Dec-2000	VAU 508-678	JN 12/08/00
1347	Pink Sage	15-Apr-1988	VAU 130-341	JP 4/04/88
H 5050	Plums	22-Apr-1991	VAU 205-110	JP 4/04/91
3683	Pompeii	9-Sep-1993	VAU 266-497	JP 9/27/93
1777	Pyramid	19-Oct-1993	VAU 287-371	JP 10/05/93
1876	Rosemaling	28-Jun-1994	VAU 300-803	JP 6/28/94
9000	Royale	15-Apr-1988	VAU 130-335	JP 4/04/88
1350	Sandlewood	15-Apr-1988	VAU 130-340	JP 4/04/88
1273	Sea Shell	15-Apr-1988	VAU 306-037	JP 4/04/88
4554	Seattle	18-May-1992	VAU 227-869	JP 5/12/92
8526	Settings	22-Dec-2000	VAU 508-212	JN 12/08/00
1319	Shields Tavern	5-Jun-1991	VAU 210-447	JP 5/30/91
1812	Soccer Ball	3-Nov-1993	VAU 281-506	JP 10/28/93
1534	Tamara	16-Jul-1990	VAU 188-363	JP 7/09/90
8488	Tis the Season	22-Dec-2000	VAU 508-676	JN 12/08/00
N/A	Trillium	22-Aug-1990	VAU 188-282	JP 5/10/90
1348	Wild Rose	15-Apr-1988	VAU 130-336	JP 4/04/88
H 4338-1	(No name listed)	18-Sep-1990	VAU 189-674	JP 9/11/90
1000	Lyrca	29-May-1990	VAU 182-240	JP 9/11/90

Updated 6/18/2002

TRADEMARK
REEL: 002775 FRAME: 0649

SCHEDULE B

Permitted Licenses

None