

07-30-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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



Tab settings

102511939

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

1. Name of conveying party(ies): 7-23-03

Hunt Refining Company

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: July 15, 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc., as
Internal Arranger and Administrative Agent
Address: _____

Street Address: 1000 Abernathy Road

City: Atlanta State: GA Zip: 30328

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- 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) 76/477,473

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Josh S. Ridout, Esq.

Internal Address: _____

Paul, Hastings, Janofsky & Walker LLP

Street Address: 515 South Flower Street

25th Floor

City: Los Angeles State: CA Zip: 90071-2228

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:

16-0752

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

DO NOT USE THIS SPACE

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.

Josh S. Ridout

Name of Person Signing

Signature

July 23, 2003

Date

Total number of pages including cover sheet, attachments, and document: 15

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

07/29/2003 LMIJELLER 00000194 76477473

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TRADEMARK
REEL: 002789 FRAME: 0951

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 15, 2003, is executed and delivered by and among **HUNT REFINING COMPANY**, a Delaware corporation ("Parent"), each of the undersigned Subsidiaries of Parent (Parent and such Subsidiaries are referred to hereinafter each individually as a "Debtor" and individually and collectively, jointly and severally, as the "Debtors"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

WHEREAS, Parent and each of its Subsidiaries signatory thereto (individually and collectively, jointly and severally, "Borrower"), the Lenders (such Lenders, together with Agent, individually and collectively, the "Lender Group"), and Agent have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrower, and pursuant to which Borrower has granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests in (among other things) all general intangibles of Borrower;

WHEREAS, contemporaneously herewith, the Debtors other than Borrower (individually and collectively, jointly and severally, the "Guarantors") have executed and delivered those certain General Continuing Guaranties (the "Guaranties") and those certain Guaranty Security Agreements (the "Security Agreements") in favor of Agent respecting certain obligations of Borrower to the Lender Group and the Bank Product Providers in connection with the Loan Agreement, and pursuant to which Guarantors have granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests in (among other things) all general intangibles of Guarantors; and

WHEREAS, to induce the Lender Group to make the financial accommodations provided to Borrower pursuant to the Loan Agreement, the Debtors have agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Debtors hereby agree in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

“Agreement” has the meaning ascribed to such term in the preamble hereto.

“Bank Product Providers” has the meaning ascribed to such term in the Loan Agreement.

“Borrower” has the meaning ascribed to such term in the recitals hereto.

“Debtor” and “Debtors” have the meanings ascribed to such terms in the preamble to this Agreement.

“Event of Default” means has the meaning ascribed to such term in the Loan Agreement.

“Guaranties” has the meaning ascribed to such term in the recitals to this Agreement.

“Guarantors” has the meaning ascribed to such term in the recitals hereto.

“Lender Group” has the meaning ascribed to such term in the recitals to this Agreement.

“Lenders” means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14 thereof (together with their respective successors and assigns).

“Loan Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Security Agreements” has the meaning ascribed to such term in the recitals to this Agreement.

“Secured Obligations” means, with respect to each Debtor, all liabilities, obligations, or undertakings owing by such Debtor to the Lender Group or any Bank Product Provider of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, the Guaranties, the Security Agreements, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys fees), and expenses (including interest, costs, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued) and any and all other amounts which such Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements,

supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement, the Loan Agreement, or the Security Agreements, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement or the Security Agreements, as applicable, shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtors and supplemental rights and remedies in favor of Agent (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement or the Security Agreements, as applicable.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, each Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal

trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in such Debtor's name or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom and pertaining thereto throughout the world, provided, however that subject to Section 9 hereof, Agent shall have no right to sue or bring opposition or cancellation proceedings against any Debtor for the use of any Trademark so long as the Trademark is owned by such Debtor or any of its Affiliates (collectively, the "Trademarks");

(ii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Debtor's business symbolized by the Trademarks or associated therewith; and

(iii) all Proceeds of any and all of the foregoing.

Notwithstanding anything herein to the contrary, Trademarks and Trademark Collateral shall not include any right, title or interest in any names, trademarks, service marks, trade names, designs, trade dress or logos containing, referencing or otherwise pertaining to the words, marks or names "Hunt Refining Company," "Hunt Crude Oil Supply Company," "Hunt Southland Refining Company," "Hunt Oil Company," "Hunt Consolidated, Inc.," "Hunt," and other names of Debtors containing "Hunt," or any derivatives or variations thereof or any names, service marks, trademarks, trade names, designs, trade dress or logos confusingly similar thereto.

(b) Continuing Security Interest. Each Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Incorporation into Security Agreements. This Agreement shall be fully incorporated into the Security Agreements and all understandings, agreements and provisions contained in the Security Agreements shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreements.

(e) Licenses. Each Debtor may grant licenses of the Trademarks in accordance with the terms of the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group

and the Bank Product Providers and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of such Debtor, or in the name of Agent or otherwise, without notice to or assent by such Debtor, and such Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, that Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Each Debtor represents and warrants to each member of the Lender Group, in each case below to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all such Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Debtor.

(b) Trademarks Subsisting. Each of such Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each of its Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtors have rights in and good and defensible legal title to the Trademark Collateral in respect of the Trademarks that it owns, (ii) each Debtor is the sole and exclusive owner of its Trademark Collateral, free and clear of any Liens (other than Permitted Liens), including licenses, other than

non-exclusive licenses given in the ordinary course of business, and covenants by such Debtor not to sue third persons, and (iii) with respect to any Trademarks for which any Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of such Trademark Collateral.

(d) No Infringement. (i) No material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by such Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such right, privilege, or license arrangement.

(e) Powers. Such Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, security interests in its Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and if such Trademark was obtained through registration or license, such Debtor shall give to Agent prompt notice thereof. Each Debtor shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance herewith, such Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent, any other member of the Lender Group or the Bank Product Providers shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent, any other member of the Lender Group or the Bank Product Providers hereunder or in connection herewith, none of Agent, any other member of the Lender Group or the Bank Product Providers shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement, the Guaranties, the Security Agreements, and the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Each Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after an Event of Default, pursuant to the UCC. Each Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the other Loan Documents, for any of its Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of such Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by such Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of any Debtor or Agent, to enforce or protect any of such Debtor's Trademark Collateral, in which event each Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, each Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Debtor and Agent for the benefit of the Lender Group and the Bank Product Providers and their respective successors and assigns.

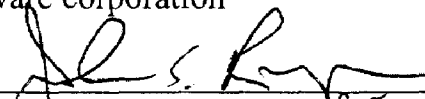
11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

and take such further action reasonably requested by the Debtors, at the Debtors' expense, as shall be necessary to evidence termination of the security interest granted by the Debtors to Agent for the benefit of the Lender Group and the Bank Product Providers hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

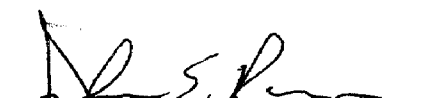
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

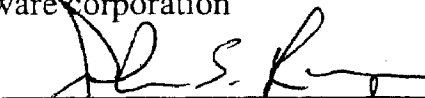
HUNT REFINING COMPANY,
a Delaware corporation

By: 
Title: VICE PRESIDENT & CEO

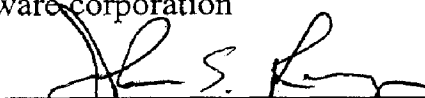
HUNT CRUDE OIL SUPPLY COMPANY,
a Delaware corporation

By: 
Title: TREASURER & ASST. SEC.

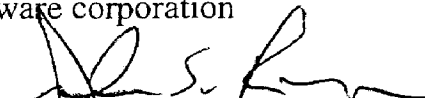
ALABAMA BULK TERMINAL COMPANY,
a Delaware corporation

By: 
Title: TREASURER & ASST. SEC.

EAST MISSISSIPPI PIPELINE COMPANY,
a Delaware corporation

By: 
Title: TREASURER & ASST. SEC.

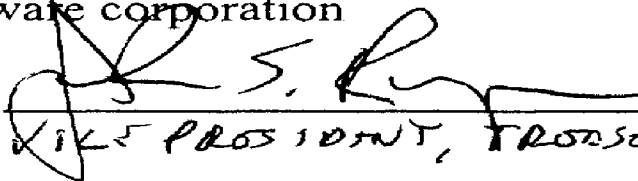
**ASPHALT TERMINAL MANAGEMENT
COMPANY, INC.,**
a Delaware corporation

By: 
Title: TREASURER & ASST. SEC.

[Foothill/Hunt - Trademark Security Agreement]

HUNT SOUTHLAND REFINING COMPANY,
a Delaware corporation

By:

Title: 
VICE PRESIDENT, TREASURER & ASST. SEC.

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

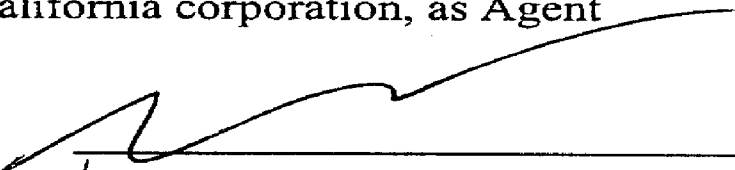
By: _____

Title: _____

HUNT SOUTHLAND REFINING COMPANY,
a Delaware corporation

By: _____
Title:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 
Title: *Vice President*

SCHEDULE A

Trademarks of the Debtors

Debtor	Mark	Jurisdiction of Filing	Date of Filing	Registration No.	Status
Hunt Refining Company	Parade	Alabama	May 30, 2001	100-764	Renewal term ends May 1, 2011
Hunt Refining Company	Parade	Texas	May 22, 2000	37705	Renewal term ends May 22, 2010
Hunt Refining Company	Parade	Louisiana	July 17, 2000	N/A	Filed
Hunt Refining Company	Parade	United States	March 25, 2003	N/A	Filed - The PTO sent an Office Action to the company concerning the specimens of use that were submitted in connection with the application. The company responded by submitting alternate specimens. The PTO has since indicated the original specimens were acceptable; therefore, the company expects the mark to proceed to registration.