

RE:

02-18-2004

IT

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102637376

2/17/04

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

1. Name of conveying party(ies):  
The United States Playing Card Company

Individual  Association  
 General Partnership  Limited Partnership  
 Corporation-State Delaware  Other -

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

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3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other -

Execution Date: February 5, 2004

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

Name: Bank One, NA as Administrative Agent  
 Internal Address: Main Office-Columbus, Ohio  
 Mail Code: OH3-4107  
 Street Address: 8044 Montgomery Road, Suite 350  
 City: Cincinnati State: Ohio Zip: 45236 Country: USA

Individual(s) Citizenship: U.S.A.  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-State State  
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s)  
 SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)  
 SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

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

Name: Elisabeth A. Evert  
 Internal Address: Sidley Austin Brown & Wood LLP  
 Street Address: 717 North Harwood St., Suite 3400  
 City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 162

7. Total fee (37 CFR 3.41).....\$4065.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260

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.*

Elisabeth A. Evert 02/13/04  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet 28

OMB No. 0651-0011 (exp. 4/94) Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

02/16/2004 LMUELLER 00000160 181260 0829419

01 FO:8521 40.00 DA  
 02 FO:8522 4025.00 DA  
 03 FO:8523 120.00 DA

Commissioner of Patents and Trademarks  
 Box Assignment  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Mark	Reg. / Ser. No.	Goods	Status	Reg. / Filing Date
BICYCLE	76/422557	computer software; namely, interactive game software for use in portable wireless devices	Allowed 08.05.03	Filed - 06.18.2002
BICYCLE RUMMY	2607530	playing cards	Registered	Reg. - 08.13.2002
BICYCLE RIDER BACK PLAYING CARDS AIR CUSHION FINISH (tuck case)	2655480	playing cards	Registered	Reg. - 12.03.2002
BICYCLE	2399763	computer programs, namely, computer game software for use on computers and video game players	Registered	Reg. - 10.31.00
BICYCLE	0048891	playing cards	Renewed	Reg. - 01.16.06
BICYCLE EUCHRE & design	1635476	playing cards	Registered	Reg. - 02.19.91
BICYCLE & design (front panel)	1634808	playing cards	Registered	Reg. - 02.12.91
BIG BICYCLE	0922750	playing cards	Renewed	Reg. - 10.26.71
BIKE (stylized)	0064232	playing-cards	Renewed	Reg. - 07.30.07
BLUE RIBBON (stylized)	0118332	playing cards	Renewed	Reg. - 08.28.17
BONUS	1901704	playing cards	Registered	Reg. - 06.27.95
BROADWAY (stylized)	0172312	playing cards	Renewed	Reg. - 08.28.23
CAMBRIC	0138079	playing cards	Renewed	Reg. - 12.14.20
CARAVAN (stylized)	0544609	playing cards	Renewed	Reg. - 07.03.51
CARAVAN PLAYING CARDS AIR CUSHION FINISH 491... (tuck case)	2095277	playing cards	Registered	Reg. - 09.09.97
CASINO (stylized)	1233518	playing cards	Renewed	Reg. - 04.05.83
CASINO	1233519	playing cards	Renewed	Reg. - 04.05.83
CASINO MANIA	1925597	equipment sold as a unit for playing card games, namely playing cards, poker chips, playing tip sheets, and pre-recorded video tapes featuring instruction on the play of blackjack sold as a unit	Registered	Reg. - 10.10.95
CEL-U-TONE (stylized)	0260837	playing cards	Renewed	Reg. - 08.27.29
CHAMPION	2097927	playing cards	Registered	Reg. - 09.16.97

Mark	Reg. / Ser. No.	Goods	Status	Reg. / Filing Date
A & design	1301613	playing cards	Registered	Reg. - 10.23.84
A. DOUGHERTY	0295528	playing cards	Renewed	Reg. - 07.05.32
ACCORDING TO HOYLE	78/250922	poker chips	Pending	Filed 05.16.03
ACCORDING TO HOYLE	1793627	calendars, game rule books, and playing cards	Registered	Reg. - 09.21.93
ACCORDING TO HOYLE	1495231	games, specifically board games and card games	Registered	Reg. - 07.05.88
AIR-CUSHION FINISH	0062565	playing-cards	Renewed	Reg. - 05.14.07
ALADDIN	0048877	playing cards	Renewed	Reg. - 01.16.06
AMERICAN PLAYING CARD COMPANY (stylized)	0584405	playing cards	Renewed Section 2(f)	Reg. - 01.05.54
ANGEL BACKS	0053131	playing cards	Renewed	Reg. - 05.29.06
APOLLO	0048885	playing cards	Renewed	Reg. - 01.16.06
ARISTOCRAT (stylized)	0094671	playing cards	Renewed	Reg. - 12.23.13
ARRCO	0902541	playing cards, magnetic playing card sets, automatic playing card shufflers, and cribbage boards.	Renewed	Reg. - 11.17.70
AVIATOR	0256622	playing cards	Renewed	Reg. - 05.21.29
AVIATOR & design	1799328	playing cards	Registered	Reg. - 10.19.93
AVIATOR & design (aviator ace)	78/317514	playing cards	Pending	Filed. - 10.23.03
AVIATOR & design (front panel)	1794974	playing cards	Registered	Reg. - 09.28.93
BATTLE AXE (stylized)	0167072	playing cards	Renewed	Reg. - 04.24.23
"BEE"	0049107	playing cards	Renewed	Reg. - 01.23.06
"BEE"	2795865	computer software; namely, interactive game software for use in portable wireless devices	Registered	Reg. - 12.16.2003
"BEE" NO.92 CLUB SPECIAL STANDARD & design (tuck case)	1771384	playing cards	Renewed Section 2(f)	Reg. - 05.18.93
BEE	78/168067	poker chips	Allowed 08.05.2003	Filed 09.26.02

**Trademark Schedule - The U.S. Playing Card Company**  
**United States Trademarks - Active Only**

<b>Mark</b>	<b>Reg. / Ser. No.</b>	<b>Goods</b>	<b>Status</b>	<b>Reg. / Filing Date</b>
<b>44</b>	0829419	playing cards	Renewed	Reg. - 05.30.67
<b>48</b>	0555116	playing cards	Renewed	Reg. - 02.19.52
<b>606</b>	0260836	playing cards	Renewed	Reg. - 08.27.29
<b>808</b>	0151272	playing cards	Renewed	Reg. - 01.24.22
<b>88</b>	1419992	playing cards	Registered	Reg. - 12.09.86
<b>888</b>	78/272771	playing cards	Pending	Filed - 07.29.2003
<b>92 &amp; design</b>	0060314	playing cards	Renewed	Reg. - 02.05.07
<b>97 &amp; design</b>	0052552	playing cards	Renewed	Reg. - 05.15.06
<b>999 PLAYING CARDS STEAMBOAT 999</b> <i>(tuck case)</i>	2665170	playing cards	Registered	Reg.- 12.24.2002
<b>1001 ALADDIN PLAYING CARDS</b> <i>(tuck case)</i>	2613957	playing cards	Registered	Reg - 09.03.2002
<b>1002 ALADDIN PLAYING CARDS</b> <i>(tuck case)</i>	2600170	playing cards	Registered	Reg. - 07.30.2002
<b>A (design)</b> <i>(arco ace)</i>	2049103	playing cards	Registered	Reg. - 04.01.97
<b>A DOUGHERTY LINOID FINISH TALLY-HO NO. 9</b> <i>(tuck case)</i>	2665172	playing cards	Registered	Reg.- 12.24.2002
<b>A DOUGHERTY LINOID FINISH TALLY-HO PLAYING CARDS NO. 9</b> <i>(tuck case)</i>	2655511	playing cards	Registered	Reg - 12.03.2002
<b>A PUZZLE PLUS A WHOLE LOT MORE</b>	2392336	children's activity kit composed primarily of a coloring book, jigsaw puzzle, card game, pen, crayon and children cardboard writing and drawing slate for purposes of temporarily receiving written and or drawing impression	Registered	Reg. - 10.03.2000
<b>A STREAMLINE PLAYING CARDS &amp; design</b> <i>(tuck case)</i>	1686416	playing cards	Renewed	Reg. - 05.12.92

Mark	Reg. / Ser. No.	Goods	Status	Reg. / Filing Date
<b>CLUB CASINO</b> (stylized)	1233516	playing cards	Renewed	Reg. - 04.05.83
<b>CLUB CASINO</b>	1233517	playing cards	Renewed	Reg. - 04.05.83
<b>CLUB SPECIAL</b> (stylized)	0275340	playing cards	Renewed	Reg. - 09.23.30
<b>CONGRESS</b>	0049420	playing cards	Renewed	Reg. - 02.06.06
<b>CONSOLIDATED DOUGHERTY</b>	0763837	playing cards	Renewed	Reg. - 01.28.64
(design only) ("warrior logo")	2574568	card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Registered	Reg. - 05.28.2002
(design only) ("bee insect")	78/168068	poker chips	Allowed 08.05.03	Filed 09.26.02
(design only) ("bee stinger back")	2694791	playing cards	Registered	Reg - 03.11.2003
(design only) ("hoyle joker")	78/238987	playing cards	Pending	Filed 04.17.03
(design only) ("maverick back")	1644376	playing cards	Renewed 2(f)	Reg. - 05.14.91
(design only) ("shellback")	1645186	playing cards	Renewed 2(f)	Reg. - 05.21.91
(design only) ("streamline back")	1709997	playing cards	Renewed	Reg. - 08.25.92
(design only) ("aviator circle back")	1437282	playing cards	Registered	Reg. - 04.21.87
(design only) ("mountain bike back")	1636901	playing cards	Renewed	Reg. - 03.05.91
(design only) ("hygrade pan back")	1396787	playing cards	Registered	Reg. - 06.10.86
(design only) ("outlined diamond back")	1377172	playing cards	Registered	Reg. - 01.07.86
(design only) ("rider back")	0204255	playing cards	Renewed	Reg. - 10.13.25
(design only) ("aladdin feather back")	0155547	playing cards	Renewed	Reg. - 05.30.22
(design only) ("bee insect")	0060313	playing cards	Renewed	Reg. - 02.05.07
(design only) ("4 wings on bicycle wheel")	0055524	playing cards	Renewed	Reg. - 08.14.06
(design only) ("goddess of liberty ace")	0055100	playing cards	Renewed	Reg. - 08.07.06
(design only) ("king on bicycle")	0051202	playing cards	Renewed	Reg. - 04.10.06
(design only) ("diamond back")	0048763	playing cards	Renewed	Reg. - 01.09.06
(design only) ("angel back")	0047550	playing cards	Renewed	Reg. - 11.07.05
(design only) ("league back")	0023782	playing cards	Renewed	Reg. - 11.07.1893

Mark	Reg. / Ser. No.	Goods	Status	Reg. / Filing Date
(design only) ("bee ace")	0735606	playing cards	Renewed	Reg. - 08.07.62
(design only) ("bee joker")	0555115	playing cards	Renewed	Reg. - 02.19.52
(design only) ("new fan back")	0143499	playing cards	Renewed	Reg. - 05.31.21
(design only) ("king on bicycle wrapper")	0153340	playing cards	Renewed	Reg. - 03.14.22
(design only) ("racer back")	0151273	playing cards	Renewed	Reg. - 01.24.22
(design only) ("hexafoil")	0153892	playing cards	Renewed	Reg. - 03.28.22
(design only) ("rambler back")	0153893	playing cards	Renewed	Reg. - 03.28.22
(design only) ("tally-ho fan back")	0153633	playing cards	Renewed	Reg. - 03.21.22
(design only) ("tally-ho circle back")	0153634	playing cards	Renewed	Reg. - 03.21.22
(design only) ("tally-ho ace")	0695587	playing cards	Renewed	Reg. - 04.05.60
(design only) ("don manolo back")	78/343344	playing cards	Pending	Filed - 12.19.2003
DIAMOND	0899141	playing cards	Renewed	Reg. - 09.22.70
DON MANOLO	78/339224	playing cards	Pending	Filed - 12.11.2003
DON MANOLO & design (front panel)	78/343346	playing cards	Pending	Filed - 12.19.2003
DURATONE (stylized)	0516848	playing cards	Renewed	Reg. - 10.25.49
-E-Z-SEE	1182097	playing cards	Registered	Reg. - 12.15.81
FIVE HUNDRED (stylized)	0053089	playing cards	Renewed	Reg. - 05.22.06
FLAG	1318095	playing cards	Registered	Reg. - 02.05.85
GLO PUZZLE	2310039	glow-in-the-dark jigsaw puzzles	Registered	Reg. - 01.08.2000
GYPSY WITCH	0898675	playing cards	Renewed	Reg. - 09.15.70
HAMILTON (stylized)	0555111	playing cards	Renewed Partial 2(f)	Reg. - 02.19.52
HOYLE	1686549	computer game software	Renewed	Reg. - 05.12.92
HOYLE	1342484	calendars; engagement books, diaries and playing cards  apparatus for use in parlor games, namely card shufflers, card trays and holders, bridge scorers and bidding wheels, and jigsaw puzzles	Registered	Reg. - 06.18.85

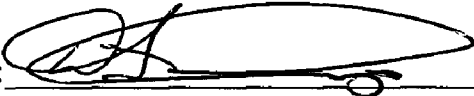
Mark	Reg. / Ser. No.	Goods	Status	Reg. / Filing Date
HOYLE	1325654	playing cards, tally sheets and scorebooks for the game of bridge and for various other games played with cards and dice	Registered	Reg. - 03.19.85
HOYLE	1126822	rule books for the play of games  parlor games for the play of checkers, chess, cribbage, casino, dominoes, poker dice and rummy, poker chips and racks, playing dice and cups therefor; bingo markers or chips used in the play of the game	Renewed	Reg. - 11.20.79
HOYLE OFFICIAL PLAYING CARDS POKER HOYLE PLASTIC COATED <i>(tuck case)</i>	2050539	playing cards	Registered	Reg. - 04.08.97
HYGRADE PAN	1404879	playing cards	Registered Partial 2(f)	Reg. - 08.12.86
IDENTI-SIGN	1311050	educational flash cards on a variety of subjects	Registered	Reg. - 12.25.84
JUMBO INDEXES <i>(stylized)</i>	0058601	playing cards	Renewed	Reg. - 12.18.06
KENT & design	1015776	playing cards	Renewed	Reg. 07.15.75
LEAGUE <i>(stylized)</i>	0051751	playing cards	Renewed	Reg. - 04.24.06
LEARNING AND FUN ROLLED INTO ONE	2371004	card games	Registered	Reg. - 07.25.2000
LOVISION <i>(stylized)</i>	1070609	playing cards	Renewed	Reg. - 08.02.77
MAVERICK	78/289720	computer software; namely, interactive game software for use in portable, wireless devices	Pending	Filed - 08.20.2003
MAVERICK <i>(stylized)</i>	0786728	playing cards	Renewed	Reg. - 03.16.65
MAVERICK & design <i>(front panel)</i>	2346950	playing cards	Registered	Reg. - 05.02.2000
MAVERICK	2367320	darts and parts thereof for use in playing the game of darts	Registered	Reg. - 07.18.2000
MOGUL <i>(stylized)</i>	0154143	playing cards	Renewed	Reg. - 04.04.22

Mark	Reg. / Ser. No.	Goods	Status	Reg. / Filing Date
MOHAWK (stylized)	0554651	playing cards	Renewed	Reg. - 02.12.52
NATIONAL (stylized)	0059044	playing cards	Renewed	Reg. - 01.01.07
NEVADA	0726940	playing cards	Renewed	Reg. - 01.30.62
NEW FAN (stylized)	0051755	playing cards	Renewed	Reg. - 04.24.06
NO 77	0735607	playing cards	Renewed	Reg. - 08.07.62
NO. 33 (stylized)	0181102	playing cards	Renewed	Reg. - 03.11.24
NO. 43 (stylized)	0557010	playing cards	Renewed	Reg. - 04.01.52
NO. 68 (stylized)	0829407	playing cards	Renewed	Reg. - 05.30.67
NO. 92 CLUB SPECIAL "BEE" CAMBRIC FINISH "BEE" NO. 92 <i>(tuck case)</i>	0557788	playing cards	Renewed Supplemental Register	Reg. - 04.15.52
NO. 808 BICYCLE PLAYING CARDS SECONDS <i>(tuck case)</i>	2665171	playing cards	Registered	Reg.- 12.24.02
PATRIOTIC	2371032	playing cards	Registered	Reg. - 07.25.2000
P.G.C. (stylized)	1070229	playing cards	Renewed	Reg. - 07.26.77
POCKET TRIVIA	1327250	equipment sold as a unit for playing a card game	Registered	Reg. - 03.26.85
PO-KE-NO & design	0366741	parlor game to be played with boards and cards	Renewed	Reg. - 04.25.39
PUZZLE PLUS FUN SET	2343299	children's activity kit primarily composed of a coloring book, jigsaw puzzle, card game, pen, crayon and children cardboard writing and drawing slate for purposes of temporarily receiving written and drawing impression	Registered	Reg. - 04.18.2000
RACER (stylized)	0049803	playing cards	Renewed	Reg. - 02.20.06
RAMBLER (stylized)	0048874	playing cards	Renewed	Reg. - 01.16.06
RAMBLER NO. 23 GILT EDGES SUPERIOR ALUMINUM SURFACE <i>(tuck case)</i>	2623030	playing cards	Registered	Reg. - 09.24.02
REGAL (stylized)	0058380	playing cards	Renewed	Reg. - 12.11.06
RIDER	0829727	playing cards	Renewed	Reg. - 06.06.67
ROYALE (stylized)	0360030	playing cards	Renewed	Reg. - 09.06.38
SCRAMBLE JAMBLE	2371002	card games	Registered	Reg. - 07.25.2000



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

THE UNITED STATES PLAYING CARD  
COMPANY

By:   
Title: Secretary and Treasurer  
David W. Sommerkamp

Accepted and agreed to as of the day and year first above written.

BANK ONE, NA  
(Main Office Columbus, Ohio)  
as Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to  
Trademark Security Agreement*

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

THE UNITED STATES PLAYING CARD  
COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the day and year first  
above written.

BANK ONE, NA  
(Main Office Columbus, Ohio)  
as Administrative Agent

By: Brian Bradley  
Title: Vice President

*Signature Page to  
Trademark Security Agreement*

Schedule A  
to  
Trademark Security Agreement  
Dated as of February 5, 2004

**Trademarks**

None, except:

(List Attached)

**Trademark and Service Mark Applications**

None, except:

(List Attached)

Schedule A

To

Trademark Security Agreement

Mark	Reg. / Ser. No.	Goods	Status	Reg. / Filing Date
SEE THE WORLD	2371003	card games	Registered	Reg. - 07.25.2000
SPORTSMAN'S	78/152283	playing cards	Allowed 06.17.03	Filed - 08.08.2002
SQUEEZER TRIP (back design)	0052014	playing cards	Renewed	Reg. - 05.01.06
SQUEEZERS (stylized)	0049103	playing cards	Renewed	Reg. - 01.23.06
STARDUST & design	0800248	playing cards	Renewed	Reg. - 12.14.65
STINGER	76/261208	playing cards	Pending (still suspended as of 04.23/03)	Filed - 06.07.2001
STREAMLINE	1186693	playing cards	Renewed	Reg. - 01.19.82
TALLY-HO & design	0548306	playing cards	Renewed	Reg. - 09.18.51
THE NATIONAL CARD CO. (stylized)	0133071	playing cards	Renewed	Reg. - 07.06.20
THE PLAYING CARD PEOPLE	1063317	playing cards	Renewed	Reg. - 04.12.77
TORPEDO (stylized)	0544610	playing cards	Renewed	Reg. - 07.03.51
TOTAL IT!	2371048	card games	Registered	Reg. - 07.25.2000
TRIUMPH (stylized)	0257856	playing cards	Renewed	Reg. - 06.18.29
TRUMP (stylized)	1083939	playing cards	Renewed	Reg. - 01.31.78
UNITED STATES U.S. & design	0058572	playing cards	Renewed	Reg. - 12.18.06
US & design	1267938	playing cards	Registered	Reg. - 02.21.84
VOGUE & design	0510321	playing cards	Renewed	Reg. - 05.31.49
W3	2370999	card games	Registered	Reg. - 07.25.2000
WE THEY & design	0247877	playing cards	Renewed	Reg. - 10.09.28
ZOMBIES!!!	2743559	card games and printed instructions sold therewith	Registered	Reg. - 07.29.2003

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of February 5, 2004, by and between The United States Playing Card Company, a Delaware corporation (the "Borrower") and Bank One, NA, with its principal office in Columbus, Ohio, as Administrative Agent (the "Administrative Agent") for the benefit of itself and the "Holders of Secured Obligations" (as such term is defined in the "Credit Agreement" defined below).

**WITNESSETH:**

WHEREAS, Borrower, the Administrative Agent, Harris Trust and Savings Bank, as Syndication Agent (the "Syndication Agent", and, together with the Administrative Agent, the "Agents") and the "Lenders" (as defined in the Credit Agreement) are parties to that certain Credit Agreement dated as of February 5, 2004 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, extend credit to Borrower;

WHEREAS, Borrower and the Administrative Agent are parties to that certain Security Agreement dated as of February 5, 2004 (as the same may be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Borrower has granted a security interest in certain of its assets to the Administrative Agent for the benefit of the Administrative Agent and the Holders of Secured Obligations; and

WHEREAS, the Lenders have required Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to extensions of credit under the Credit Agreement;

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

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower affirms its prior grants of and grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (e) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 3, the Licenses shall not include any license agreement in effect as of the date hereof, or those that are entered into after the date hereof in the ordinary course of business, which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 3 shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. Borrower shall not, without the Agents' prior written consent, enter into any agreement, including, without limitation, any

license agreement, which is inconsistent with this Agreement, and Borrower further agrees that, except as otherwise provided in paragraph 9 herein, Borrower shall not take any action, and shall use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Borrower represents and warrants that, as of the date hereof, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements (other than those trademark license agreements and service mark license agreements which by their terms prohibit the grant of security contemplated by this Agreement) under which Borrower is the licensee or licensor, and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than the Administrative Agent. If, before this Agreement terminates, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. Borrower shall notify the Administrative Agent in writing of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event at least once every calendar quarter in which one or more such events shall occur. The Administrative Agent may modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. The Administrative Agent's use of the Trademarks and Licenses as authorized hereunder in connection with its exercise of its rights and remedies under paragraph 14 or pursuant to Section 17 of the Security Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent or the other Holders of Secured Obligations to Borrower or any other party.

7. Right to Inspect, Further Assignments and Security Interests. The Agents may at all reasonable times and upon reasonable notice (and at any time when an Unmatured Default or Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and



operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Agents shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. After a Default occurs, the Agents, or a conservator appointed by the Agents, shall have the right to establish such reasonable additional product quality controls as the Agents or such conservator, in the exclusive and absolute judgment of the Agents or such conservator, as the case may be, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used, except to the extent that the imposition of such additional product quality controls upon a third party violates the provisions of any License. Borrower (i) shall not sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agents, and (ii) shall not change the quality of such products in any material respect without the Agents' prior written consent.

8. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only; it creates a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations then due and owing have been paid in full and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

9. Duties of Borrower. Borrower shall, to the extent reasonable and desirable in the normal conduct of Borrower's business: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for the registration of any unregistered trademarks or service marks as Borrower deems appropriate. Borrower shall not abandon any Trademark or License without the Agents' prior written consent unless such abandonment is reasonable and desirable in the normal conduct of Borrower's business. Borrower shall use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary in or material to the operation of Borrower's business. Borrower shall bear any expenses incurred in connection with the foregoing. Neither the Agents nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the foregoing, neither the Agents nor any of the Holders of Secured Obligations shall be obligated to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at the direction of the Agents if a Default has occurred and is continuing, and all expenses incurred in connection therewith shall be for the Borrower's sole account and shall be added to the Secured Obligations secured hereby.

10. The Administrative Agent's Right to Sue. If a Default has occurred and is continuing, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, Borrower shall, at the request of the Administrative Agent, do any

and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the Borrower's undertakings, agreements, warranties, covenants and representations contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by officers of both the Syndication Agent and the Administrative Agent and directed to Borrower specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. 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 hereof, 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 Agreement in any jurisdiction.

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

14. Cumulative Remedies; Power of Attorney. Borrower irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in Borrower's or the Administrative Agent's name, if a Default has occurred and is continuing and the Administrative Agent notifies Borrower that it intends to enforce its rights and claims against Borrower, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest. Borrower ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations then due and

owing have been paid in full and the Credit Agreement has been terminated. This Agreement is not intended to limit or restrict in any way the Administrative Agent's or the Holders of Secured Obligations' rights and remedies under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. If a Default has occurred and is continuing and the Administrative Agent has elected to exercise any of its remedies under Section 9-610 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Borrower shall assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any Person designated by the Administrative Agent and shall execute and deliver to the Administrative Agent or any such Person all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, Borrower and the Administrative Agent expressly agree that if a Default has occurred and is continuing, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances. In the event of any conflict between the provisions of this Agreement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

15. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Agents' prior written consent.

16. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF OHIO.**

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Merger. This Agreement represents the final agreement of the Borrower with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, among any of the Borrower, any Agent or any Lender.

21. Actions Taken by the Agents. Any action that is permitted or required to be taken by the Agents (collectively) hereunder may only be taken with the unanimous consent of the Administrative Agent and the Syndication Agent. Any provision of this Agreement which requires the satisfaction or acceptance of the Agents (collectively) shall require the unanimous satisfaction or acceptance, as the case may be, of the Administrative Agent and the Syndication Agent.