

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EP ACQUISITIONS, INC.		01/26/2004	CORPORATION: INDIANA

RECEIVING PARTY DATA	
Name:	FIFTH THIRD BANK
Street Address:	111 Lyon Street, N.W.
Internal Address:	MD: RMOB1A
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49503
Entity Type:	Michigan Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2486900	EYE PRO
Registration Number:	2236436	SOLAR SEALS
Registration Number:	2287796	VIEWKEEPERS
Registration Number:	1415659	WINK-EASE

CORRESPONDENCE DATA	
Fax Number:	(616)222-2275
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	616-752-2275
Email:	trademarks@wnj.com
Correspondent Name:	Warner Norcross & Judd LLP
Address Line 1:	111 Lyon Street, N.W.
Address Line 2:	900 Fifth Third Center
Address Line 4:	Grand Rapids, MICHIGAN 49503-2487

ATTORNEY DOCKET NUMBER:	01084.85439
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NAME OF SUBMITTER:	Kimberly A. Niebling
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**TRADEMARK**

**OP \$115.00 2486900**

**Total Attachments: 10**

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## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** is made as of January \_\_\_, 2004, by **EP ACQUISITION, INC.**, an Indiana corporation ("**Debtor**"), and **FIFTH THIRD BANK**, a Michigan banking corporation ("**Bank**"), as collateral agent for the benefit of Bank and all other affiliates of Fifth Third Bancorp, including, without limitation, Fifth Third Bank, an Ohio banking corporation, pursuant to a certain Loan Agreement ("**Loan Agreement**") of even date among Bank and The Beckham Group, Inc., a Michigan corporation, LT Acquisition, Inc., a Michigan corporation, and Debtor.

1. **Grant of Security Interest.** Debtor grants to Bank a continuing security interest in and lien upon all copyrights, trademarks and patents, whether now owned or hereafter acquired by Debtor, including, but not limited to those copyrights, trademarks and patents identified on **Exhibit A**; together with (i) all proceeds of the foregoing, including, without limitation, all cash, checks, drafts, accounts receivable, chattel paper, leases, documents, insurance proceeds and instruments received by Debtor in connection with any sale, lease, exchange, casualty loss or other disposition of any of the foregoing, and (ii) all books, records (including computer software), and documents at any time evidencing or relating to any of the foregoing or any proceeds thereof. All of the foregoing properties and assets of Debtor are referred to collectively in this Agreement as the "Collateral."

2. **Indebtedness Secured.** This Agreement secures payment and performance of all obligations and indebtedness of Debtor now and hereafter owing to Bank or any other affiliate of Fifth Third Bancorp, including, but not limited to (a) all obligations and indebtedness of Debtor to Bank under the Loan Agreement, (b) Debtor's obligations to Bank under this Agreement, (c) any and all Rate Management Obligations, and (d) all replacements, modifications, extensions and renewals of the foregoing and all interest accrued thereon (collectively, the "**Indebtedness**"). The Indebtedness also includes any and all indebtedness now or hereafter owing to Bank or any affiliate of Fifth Third Bancorp by Debtor, regardless of whether any such indebtedness or obligation is (a) not presently intended or contemplated by Debtor, Bank or any affiliate of Fifth Third Bancorp, (b) indirect, contingent, or secondary, (c) unrelated to the Collateral or to any financing of the Collateral by Bank or any affiliate of Fifth Third Bancorp, (d) of a kind or class that is different from any indebtedness or obligation now owing to Bank or any affiliate of Fifth Third Bancorp by Debtor, (e) now or hereafter evidenced by a note or other document that does not refer to this security interest or this Agreement, or (f) not listed above.

3. **Warranties and Representations.** Debtor warrants and represents to Bank, and agrees, as follows:

(a) Debtor owns the Collateral and, except for Permitted Liens, none of the Collateral is subject to any lien, security interest, encumbrance, or claim in favor of any third party; and

(b) All information that Debtor has furnished or in the future furnishes to Bank concerning the Collateral, including, without limitation, all information

concerning the condition, quality or value of the Collateral, is and will be correct and complete.

4. **Agreements of Debtor.** Debtor agrees that:

(a) Debtor shall not cause or permit any lien, security interest or encumbrance to be placed on any Collateral, except for Permitted Liens;

(b) Debtor shall maintain all records concerning the Collateral at its notice address under the Loan Agreement;

(c) Debtor shall furnish Bank with such information regarding the Collateral as Bank shall from time to time request (including without limitation, the names and addresses of its account debtors and the amount owed by each) and allow Bank, at any reasonable time and upon reasonable written notice, to inspect the Collateral and Debtor's records regarding the Collateral;

(d) Debtor shall sign, file, record or obtain from third persons, all subordination agreements and other documents, and shall take all other actions, that Bank considers necessary or appropriate to perfect, to continue perfection of, or to maintain first priority of, Bank's security interest in its Collateral subject to the Permitted Liens, and Debtor shall place upon its Collateral and/or documents evidencing its Collateral any notice of Bank's security interest that Bank from time to time requires. Actions that Bank may require Debtor to take under the preceding sentence include, without limitation, (1) obtaining from any third party who has possession of Collateral an acknowledgment that the third party holds the Collateral for Bank and (2) obtaining agreements from banks, securities intermediaries, issuers of letters of credit and others, and taking all other actions requested by Bank, to give Bank control of any part of the Collateral consisting of investment property, deposit accounts, letter of credit rights or electronic chattel paper.

(e) Debtor shall indemnify Bank with respect to all losses, damages, liabilities and expenses (including attorney fees) incurred by Bank by reason of any failure of Debtor to comply with any of Debtor's obligations under this Agreement or by reason of any warranty or representation made by Debtor to Bank in this Agreement being false in any material respect.

5. **Bank's Right to Perform.** If Debtor fails to perform any obligation of Debtor under this Agreement, Bank may, without giving notice to or obtaining the consent of Debtor, perform that obligation on behalf of Debtor. (This may include, for example, obtaining insurance coverage for Collateral or paying off liens on Collateral.) Debtor will reimburse Bank on demand for any expense that Bank incurs in performing any such obligation and will pay to Bank interest thereon, from the date the expense was incurred by Bank, at an annual rate equal to the rate of interest that Bank announces from time to time as its "prime" interest rate, plus 3% ("**Default Rate**"). Bank is not required to perform an obligation that Debtor has failed to

perform. If Bank does so, that will not be a waiver of Bank's right to declare the Indebtedness immediately due and payable by reason of Debtor's failure to perform.

6. **Events of Default.** Each of the following shall be an event of default under this Agreement (each a "**Default**"):

(a) If an Event of Default occurs under the Loan Agreement.

(b) If all or any material part of any tangible Collateral is destroyed or materially damaged by fire or other casualty, whether or not there is insurance coverage for the damage or destruction, which could reasonably be expected to have a Material Adverse Effect on Debtor.

7. **Bank's Rights and Remedies.** Bank shall have all rights and remedies of a secured party under applicable laws. Without limiting those rights and remedies, upon a Default:

(a) Without notice or demand to Debtor, Bank shall be entitled to (1) notify Debtor's account debtors and obligors to make all payments directly to Bank, (2) take all actions that Bank considers necessary or desirable to collect upon the Collateral, including, without limitation, prosecuting actions against, or settling or compromising disputes and claims with, Debtor's account debtors and obligors, and (3) receive, open, dispose of and notify the postal authorities to change the address of, mail directed to Debtor.

(b) Debtor, upon Bank's demand, shall deliver the Collateral and proceeds of Collateral to Bank at the place that Bank designates, and Bank may dispose of the Collateral in any commercially reasonable manner. Any notification that Bank is required to give to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if it is mailed at least five days before the sale or other disposition. In connection with any disposition of Collateral, Bank may comply with the requirements of any applicable state or federal law or regulation, and such compliance shall not cause the disposition to not be commercially reasonable.

(c) Bank shall have the right (but no obligation) to continue or complete the manufacturing or processing of, or other operations in connection with, any part of the Collateral, and, for that purpose, to enter and remain upon or in any land or buildings that are possessed by Debtor or that Debtor has the right to possess. Debtor shall reimburse Bank on demand for any reasonable expense that Bank incurs in connection with those activities and shall pay to Bank interest on each expense, from the date on which Bank incurred the expense, at the Default Rate.

Bank shall apply the proceeds of any collection or disposition of Collateral first to expenses that Bank incurs in retaking, holding, preparing for disposition, processing and disposing of the Collateral and to Bank's attorney fees and expenses, as provided in *Paragraph 8* of this Agreement, and then to the Indebtedness, and Debtor shall be liable for any deficiency remaining. Bank does not have any obligation to prepare or process any Collateral for sale or

other disposition. If Bank sells any of the Collateral on credit, then Debtor will be credited only with payments that the purchaser actually makes and that Bank receives and applies to the unpaid balance of the purchase price of the Collateral. If the purchaser fails to pay for the Collateral, then Bank may again dispose of the Collateral and apply the proceeds in accordance with this paragraph.

All rights and remedies of Bank shall be cumulative and may be exercised from time to time. No delay by Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

8. **Expenses.** Debtor shall reimburse Bank on demand for all reasonable attorney fees, legal expenses and other expenses that Bank incurs in protecting and enforcing its rights under this Agreement. This includes fees and expenses that Bank incurs in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy or any other person. Bank may apply any proceeds of collection or disposition of Collateral to Bank's reasonable attorney fees, legal expenses and other expenses.

9. **Amendments and Waivers.** A provision of this Agreement may not be modified or waived except by a written agreement that Bank signs. Bank shall continue to have all of its rights under this Agreement even if it does not fully and promptly exercise them on all occasions. Bank may, at its option, waive any default, defer an action on any default; extend or modify the time or manner of payment of the Indebtedness or waive or modify any term or condition relating to the Indebtedness; release Collateral or other security for the Indebtedness; release any person liable for any of the Indebtedness, including Debtor; or make advances or other extensions of credit secured hereby; all without giving Debtor notice or obtaining Debtor's consent. Any such action by Bank will not release or impair its security interest in the Collateral or Debtor's obligations under this Agreement. Bank's security interest in the Collateral and Debtor's obligations under this Agreement will not be released or impaired if Bank fails to obtain, perfect, or secure priority of any other security for the Indebtedness that is agreed to be given, or is given, by anyone else. Bank is not required to sue upon or otherwise enforce payment of the Indebtedness or any other security before exercising its rights under this Agreement.

10. **Notices.** Each notice under this Agreement shall be governed by the Loan Agreement.

11. **Other.** In this Agreement, "**maturity**" of any of the Indebtedness means the time when that Indebtedness has become due and payable, for whatever reason (including, for example, acceleration due to default or bankruptcy). Each term used in this Agreement that shall have the meaning set forth in the Uniform Commercial Code as in effect in the State of Michigan on the date of this Agreement, and each capitalized term not otherwise defined in this Agreement shall have the meaning set forth in the Loan Agreement.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Debtor and Bank and their respective successors and assigns.

13. **Conflict With SBA Authorization.** To the extent that any provision of this Agreement conflicts with or is required to be subordinate in operation or effect to the provisions of the SBA Loan Documents, the provisions of the SBA Loan Documents shall control, including, without limitation, the payment and lien priorities set forth therein.

**BANK AND DEBTOR EACH IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, INCLUDING ANY CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM ("CLAIM"), THAT IS BASED UPON, ARISES OUT OF OR RELATES TO THIS SECURITY AGREEMENT OR THE INDEBTEDNESS, INCLUDING, WITHOUT LIMITATION, ANY CLAIM THAT IS BASED UPON, ARISES OUT OF OR RELATES TO ANY ACTION OR INACTION OF BANK IN CONNECTION WITH ANY ACCELERATION OF THE INDEBTEDNESS OR ANY ENFORCEMENT OF BANK'S SECURITY INTEREST IN THE COLLATERAL.**

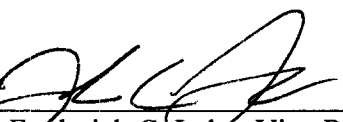
Debtor and Bank have signed this Security Agreement as of the date stated on the first page.

**EP ACQUISITION, INC.**

By   
Thomas C. Carroll, Vice President

**DEBTOR**

**FIFTH THIRD BANK**

By   
Frederick C. Lake, Vice President

**BANK**

**EXHIBIT A TO SECURITY AGREEMENT**

Description of Copyrights, Trademarks and Patents for Security Agreement

Debtor: EP Acquisition, Inc.

Secured Party: Fifth Third Bank

See attached list.



# Trademark Status Report by Client

Page: 2

Case Number	Status	App Number	App Date	Next Action(s)	Due Date(s)
Trademark Name	Client Ref Number	Reg Number	Reg Date	Aff of Use - 5 Year	11-Sep-
5371-65490	Registered	75/861851	01-Dec-1999	Aff of Use - 6 Year	11-Sep-
EYE PRO		2486900	11-Sep-2001	First Renewal	11-Sep-

Country: United States of America

List of Classes/Goods:

**Class** **Goods**

9 protective eyewear, namely, disposable sunshades for use in natural or artificial light

5371-28327

SOL MATES

Country: United States of America

List of Classes/Goods:

**Class** **Goods**

9 protective eyewear, namely disposable sun shades for use in natural sunlight and tanning salons

Closed

5371-60171

SOLAR SEALS

Country: European Community

List of Classes/Goods:

**Class** **Goods**

16 instructional literature

9 protective eyewear, namely, disposable sun shades for use in natural sunlight and tanning salons;

Registered

808840  
000808840

29-Apr-1998  
08-Sep-1999

First Renewal

29-Apr-

# Trademark Status Report by Client

Page: 4

Case Number Trademark Name	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
5371-28440 SOLAR SEALS Country: United States of America <u>List of Classes/Goods:</u> Class Goods 9 protective eyewear, namely, disposable sun shades for use in natural sunlight and tanning salons	Registered	75/296482 2236436	22-May-1997 06-Apr-1999	Aff of Use - 5 Year Aff of Use - 6 Year First Renewal	06-Apr- 06-Apr- 06-Apr-
5371-17398 ULTRA-EYES Country: United States of America	Closed				
5371-62335 VIEWKEEPERS Country: Canada <u>List of Classes/Goods:</u> Class Goods 9 protective eyewear, namely disposable sun shades for use in natural sunlight and tanning salons	Registered	894463 540836	28-Oct-1998 06-Feb-2001	First Renewal	06-Feb-2016
5371-62680 VIEWKEEPERS Country: European Community <u>List of Classes/Goods:</u> Class Goods 9 protective eyewear, namely disposable sun shades for use in natural sunlight and tanning salons	Registered	001015866 001015866	14-Dec-1998 26-Jan-2000	First Renewal	14-Dec-

# Trademark Status Report by Client

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**Case Number**  
**Trademark Name**  
 5371-64881  
 VIEWKEEPERS  
**Country:** Switzerland  
**Status**  
 Client Ref Number  
 Registered  
**App Number**  
 Reg Number  
 07721/1999  
 469580  
**App Date**  
 Reg Date  
 27-Aug-1999  
 16-Feb-2000  
**Next Action(s)**  
 First Renewal  
**Due Date(s)**  
 27-Aug-

List of Classes/Goods:

**Class**  
 9  
 protective eyewear, namely disposable sun shades for use in natural sunlight and tanning salons

5371-61174

**VIEWKEEPERS**

**Country:** United States of America

List of Classes/Goods:

**Class**  
 9  
 protective eyewear, namely disposable sun shades for use in natural sunlight and tanning salons

Registered

75/545411  
2287796

01-Sep-1998  
19-Oct-1999

**Aff of Use - 5 Year**  
**Aff of Use - 6 Year**  
**First Renewal**  
 19-Oct-  
 19-Oct-  
 19-Oct-

5371-27864  
**WINK-EASE**

**Country:** Australia

List of Classes/Goods:

**Class**  
 9  
 protective eyewear, including disposable sun shades for use in natural sunlight and tanning salons

Registered

722094  
722094

18-Nov-1996  
06-Nov-1997

**First Renewal**  
**Next Renewal**  
 18-Nov-  
 18-Nov-

TRADEMARK

REEL: 002803 FRAME: 0825

# Trademark Status Report by Client

Page: 9

<b>Case Number</b>		<b>Status</b>	<b>App Number</b>	<b>App Date</b>	<b>Next Action(s)</b>	<b>Due Date(s)</b>
<b>Trademark Name</b>		<b>Client Ref Number</b>	<b>Reg Number</b>	<b>Reg Date</b>	<b>First Renewal</b>	<b>30-Sep-</b>
5371-60590		Registered	87035563	22-Jul-1998		
WINK-EASE			907303	01-Oct-2000		

**Country:** Taiwan

List of Classes/Goods:

**Class** **Goods**

9 protective eyewear, namely disposable sun shades for use in natural sunlight and tanning salons

5371-14705  
WINK-EASE

**Country:** United States of America

List of Classes/Goods:

**Class** **Goods**

9 protective eyewear, namely disposable sun shades for use in natural sunlight and tanning salons

	<b>Registered</b>	<b>73/586523</b>	<b>06-Mar-1986</b>	<b>First Renewal Reminder</b>	<b>04-May-2006</b>
		<b>1415659</b>	<b>04-Nov-1986</b>	<b>Next Renewal</b>	<b>04-Nov-</b>

TRADEMARK