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Form PTO-1594

(Rev. 10/02)

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

Tab settings

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

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

1. Name of conveying party(ies):

T-H Licensing, Inc.

- ☐ 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: 11/21/2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: Suite 900

Street Address: 1100 Abernathy Road

City: Atlanta State: GA Zip: 30328

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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) 76/370017

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: King & Spalding

Internal Address: Attn: Deborah Corey

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 1

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

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Deborah Corey

Name of Person Signing

Signature

December 31, 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Leftarrow \Leftarrow \Leftarrow$		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		102330396	
1. Name of conveying party(ies): <u>T-H Licensing, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>General Electric Capital Corporation</u> Internal Address: <u>Suite 900</u> Street Address: <u>1100 Abernathy Road</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30328</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>November 21, 2002</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/370017</u> Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No		B. Trademark Registration No.(s)	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>King & Spalding</u> Internal Address: <u>Attn: Deborah Corey</u> _____ _____ Street Address: <u>191 Peachtree Street</u> _____ City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30303</u>		6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (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. <u>Deborah Corey</u> Name of Person Signing Signature _____ Date <u>December 31, 2002</u> Total number of pages including cover sheet, attachments, and document: <u>6</u> All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231			

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TRADEMARK SECURITY AGREEMENT
(T-H Licensing, Inc.)

THIS TRADEMARK SECURITY AGREEMENT dated as of November 21, 2002, is made by T-H LICENSING, INC., a Delaware corporation having an address at 103 Springer Building, 3411 Silverside Road, Wilmington, Delaware 19810 ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, successor to General Electric Capital Corporation, a New York corporation, having an address at 1100 Abernathy Road, Suite 900, Atlanta, Georgia 30328 ("GE Capital"), as Agent (GE Capital, in such capacity, the "Agent") for itself and the other Lenders (collectively, "Lenders") that are or become party to the "Loan Agreement" hereinafter referred to.

RECITALS

A. Pursuant to that certain Amended and Restated Loan Agreement, dated as of December 31, 1999 (as amended, modified or restated from time to time, the "Loan Agreement"), entered into by and among Fairfield Manufacturing Company, Inc., a Delaware corporation ("Borrower"), Agent and Lenders, Lenders have made a certain term loan to Borrower, have established a revolving loan and letter of credit facility for Borrower and have made or agreed to make certain other financial accommodations for Borrower.

B. Grantor is a wholly-owned Subsidiary of Borrower and has realized and expects to realize direct and indirect benefits as a result of the extension of such loans and other financial accommodations.

C. Grantor and the Agent have entered into the Subsidiary Guaranty and the Subsidiary Security Agreement (as those terms are defined in the Loan Agreement). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Subsidiary Security Agreement.

D. Pursuant to the Subsidiary Security Agreement, Grantor has granted to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in (among other property) all of the "Trademark Collateral" (as defined below), as security for all of the Secured Obligations.

E. The Agent has requested that Grantor execute and deliver this Agreement to further evidence the Agent's rights in and to the Trademark Collateral and Grantor is willing to do so.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As further security for all of the Secured Obligations, Grantor hereby grants to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires or develops any rights and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, registrations and recordings thereof, and all applications in connection therewith, in each case in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States including, without limitation, the trademarks registrations and applications referred to in Schedule I hereto, all extensions and renewals thereof and the goodwill of Grantor's business connected with the use of and symbolized by, any of the foregoing (each individually a "Trademark" and collectively, the "Trademarks"); and

(b) all written agreements granting any right to use any trademarks ("Trademark Licenses"), including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto and the rights of Grantor to collect royalties now or hereafter arising under any licenses of trademarks now or hereafter granted by Grantor to any Person;

(c) all to the extent not otherwise included, all Proceeds of any of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark Collateral, including, trademark license referred to in Schedule I;

provided, however, that the foregoing grant of a security interest shall not include a security interest in, and the Trademark Collateral shall not include a security interest in, any Trademark License to the extent that the granting of a security interest in such license is prohibited by the terms thereof and such prohibition is enforceable under applicable law; provided, further, that upon the termination or expiration of such prohibition as to any such Trademark License, such Trademark License shall become subject to the security interest hereunder and shall thereafter be deemed to be Trademark Collateral.

2. Grantor does hereby further acknowledge and affirms that the representations, warranties and covenants of Grantor with respect to the Trademark Collateral and the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. This Agreement shall terminate upon payment in full of all Secured Obligations and termination of the Loan Agreement. Upon termination of this Agreement, the Agent shall, at the expense of Grantor, execute and deliver to Grantor all deeds, assignments and other instruments as Grantor may reasonably request to revert in Grantor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to Subsidiary Security Agreement.

4. If at any time before the termination of this Agreement pursuant to Section 3 hereof, Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office or any similar office or agency of any state or the United States or otherwise obtain rights in any trademark, the provisions of Section 1 shall automatically apply thereto and Grantor shall give to the Agent prompt notice in writing of any such application or registration which is used in Grantor's business. Grantor authorizes the Agent to

modify this Agreement by amending Schedule I to include any of the foregoing which are Trademark Collateral under Section 1 hereof or under this Section 4.

5. Grantor does hereby further acknowledge and affirm that the sections of the Subsidiary Security Agreement entitled "Notices", "Severability", "No Waiver, Cumulative Remedies", "Successors and Assigns, Governing Law" and "Waiver of Jury Trial" are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officers thereunto duly authorized as of the date first above written.

T-H LICENSING, INC.

By: 

Paul S. Levy
Chief Executive Officer

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark and Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Torque-Lock (Docket 8086)	76/370017	2/13/2002

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**Trademark and Trademark Applications**

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Torque-Lock (Docket 8086)	76/370017	2/13/2002

STATE OF New York
COUNTY OF New York

On November 21, 2002, before me the undersigned, personally appeared PAUL S. LEVY, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person who executed this instrument as CHIEF EXECUTIVE OFFICER, of T-H Licensing, Inc. and acknowledged to me that said corporation executed it pursuant to its bylaws or a resolution of its board of directors.

Ann Sykes Meldrum
Notary Public in and for said County and State

My Commission Expires:

[NOTARIAL SEAL]

ANN SYKES MELDRUM
Notary Public, State of New York
No. 01ME4838579
Qualified in Richmond County
Commission Expires July 25, 2006

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RECORDED: 08/25/2003

TRADEMARK
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