

5-19-03

12-01-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): 5-19-03
 BGW Marketing Company, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware limited liability company

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

2. Name and address of receiving party(ies)

Name: Bank One, NA (Attn: M. Tuma)
 Internal Address: _____
 Street Address: 321 S. 4th Street
Mail Code KYI-4340
 City: Louisville State: KY Zip: 40202

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: ✓ April 17, 2003

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

A. Trademark Application No.(s)
See attached Schedule A

B. Trademark Registration No.(s)
See attached Schedule B

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 7

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

Enclosed
 Authorized to be charged to deposit account

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

Name: Thomas L. Williams, Attorney
 Internal Address: _____

Bank One, NA
 Street Address: 1 Bank One Plaza 20th Floor
Mail Code ILI-0120
 City: Chicago State: IL Zip: 60670

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.

BGW MARKETING COMPANY, LLC

Gregory S. Guerard By: [Signature] 4/17/ 2003
 Name of Person Signing Member Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

05/20/2003 6TQM11 00000078 1543536
01 FC:8521 40.00 DP
02 FC:8522 150.00 DP

SCHEDULE A

TRADEMARKS

United States Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BELLINI	1,543,536	June 13, 1989
BELLINI & Design	1,564,623	November 7, 1989
BELLINI	1,408,592	September 9, 1986

Foreign Trademark Registrations

<u>Trademark</u>	<u>County</u>	<u>Registration No.</u>	<u>Registration Date</u>
BELLINI	Costa Rica	7032-7978	February 14, 2002
BELLINI	Honduras	82,507	September 6, 2001
BELLINI	Guatemala	112,517	August 31, 2001
BELLINI (Int'l Cl. 25)	Nicaragua	53,794	May 14, 2002
BELLINI (Int'l Cl. 18)	Nicaragua	53,795	May 14, 2002
BELLINI	Canada	TMA372,609	August 31, 1990

SECURITY AGREEMENT
(Intellectual Property)

BGW Marketing Company, LLC, a Delaware limited liability company ("the Borrower"), and BANK ONE, NA, a national banking association having its main office in Chicago, Illinois ("the Lender") are parties to a certain Credit Agreement dated as of April 17, 2003 (such Credit Agreement, together with all amendments, restatements and modifications thereto and all substitutions and replacements thereof, being collectively referred to herein as the "Credit Agreement"), and in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. Security Interest In Patents, Trademarks, Licenses, and Proprietary Information. To secure the payment and performance of all "Indebtedness" (as that term is hereafter defined) of the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in and hereby assigns, as collateral security to the Lender, all of the Borrower's right, title and interest in and to all of the following wherever located, and whether now owned or existing or hereafter acquired or arising:

(a) all patents and patent applications, including, without limitation, all of the inventions and improvements described and claimed therein and all of those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all reissues, divisions, continuations and continuations-in-art thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, all damages and payments for past and future infringements thereof, (iii) all rights to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto (all of the foregoing Collateral described in this Section 1(a) being hereinafter collectively referred to as the "Patents");

(b) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, all designs and general intangibles of like nature, all trademark registrations and all applications for registration, including, without limitation, all the trademarks and applications listed on Schedule 2 attached hereto and made a part hereof, together with the all of goodwill of the business connected with the use of, and symbolized by, the foregoing, and (i) all renewals, thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) all rights to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto (all of the foregoing collateral described in this Section 1(b) being hereinafter collectively referred to as the "Trademarks");

(c) all license agreements whether covering Patents or Trademarks with any other party authorizing any sale, manufacturing or use of any Patent or Trademark, whether the Borrower is a licensor or licensee under any such license agreement, including, without limitation, all of the licenses listed on Schedule 3 attached hereto and made a part hereof (all of the foregoing collateral described in this Section 1(c) being hereinafter collectively referred to as the "Licenses");

(d) all information, manufacturing techniques, processes, formulas, development or experimental works, works in process, trade-secrets, and all other proprietary or confidential matter relating to the products, sales or business of the Borrower (all of the foregoing collateral described in this Section 1(d) being hereinafter collectively referred to as the "Proprietary Information"); and

(e) all proceeds of all of the Patents, Trademarks, Licenses and Proprietary Information, including, without limitation, all license royalties and all proceeds of infringement suits thereof.

For purposes of this Agreement, all of the Patents, Trademarks, Licenses, and Proprietary Information and all proceeds thereof shall be collectively referred to herein as the "Intellectual Property."

2. Additional Definitions. The following words shall have the following meanings when used in this Agreement:

Commitment. The word "Commitment" means the obligation of Lender to make any advance or to extend or provide any credit facility of any type or description to or on behalf of Borrower.

Event of Default. The words "Event of Default" means any "Event of Default" as defined in the Credit Agreement or any of the other Related Documents, and any default in the payment or performance when due of any obligation of any type or description Borrower to Lender.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and accrued interest thereon, together with all other liabilities, costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. In addition, the word "Indebtedness" includes: (a) all other obligations, debts and liabilities, plus any accrued interest thereon, owing by Borrower to Lender of any kind or character, whether now existing or hereafter arising, as well as all present and future claims by Lender against Borrower, and all renewals, extensions, modifications, substitutions and rearrangements of any of the foregoing; whether such indebtedness arises by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, overdraft, indemnity agreement or otherwise; whether such indebtedness is voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be liable primarily or secondarily or as debtor, maker, comaker, drawer, endorser, guarantor, surety, accommodation party or otherwise; and (b) all obligations, debts and liabilities, whether contingent or otherwise, whether now existing or hereafter arising, of Borrower to Lender arising under or in connection with any Rate Management Transaction.

Note. The word "Note" means the promissory note dated as of _____, 2003, in the original principal amount of \$2,500,000.00 made by Borrower payable to the order of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

Related Documents. The words "Related Documents" mean and include without limitation the Note, the Credit Agreement, and all credit agreements, Credit Agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Note.

Rate Management Transaction. The words "Rate Management Transaction" mean any transaction (including an agreement with respect thereto) now existing or hereafter entered into between Borrower and Lender which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

3. Restrictions on Future Agreements. The Borrower agrees that until the Indebtedness has been paid in full and all Commitments have expired, the Borrower will not, without the Lender's prior written consent, enter into any agreement (including, without limitation, a license agreement) which is inconsistent with the Borrower's obligations under this Agreement, and the Borrower further agrees that it will not take any action, or permit any action to be taken by another subject to its control, including licensees subject to its control, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Lender under this Agreement.

4. **New Patents, Trademarks and Licenses.** The Borrower represents and warrants that the Patents, Trademarks and Licenses listed on Schedules 1, 2 and 3, respectively, constitute all of the patents, trademarks, applications and licenses registered or filed in the United States and now owned by the Borrower. If, before the Indebtedness has been paid in full and all Commitments have expired, the Borrower in the United States shall (a) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or licenses, or (b) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or license renewal, or apply for any reissue, division, continuation, renewal or continuations-in-part of any Patent or any improvement on any Patent, the provisions of Section 1 above shall automatically apply thereto and the Borrower shall provide the Lender with prompt written notice thereof. The Borrower hereby authorizes the Lender to modify this Agreement by amending Schedules 1, 2 and 3, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Section 1 above or under this Section 4.

5. **Term.** The rights granted herein shall extend until the Indebtedness has been paid in full and all Commitments have expired.

6. **Right to Inspect and Quality Control.** The Lender shall have the right, at any time and from time to time during normal business hours, to inspect the Borrower's premises and to examine the Borrower's books, records and operations, including, without limitation, the Borrower's quality control processes. The Borrower agrees that, after the occurrence of an Event of Default, the Lender or an agent or conservator appointed by the Lender, shall have the right to establish such additional product quality controls as the Lender, or said agent or conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products and services sold by the Borrower under the Trademarks. The Borrower agrees: (a) not to sell or assign its interest in, or grant any license under, any of the Intellectual Property without the prior written consent of the Lender; (b) to maintain the quality of any and all products and services in connection with which the Trademarks are used, consistent with the quality and services of said products and services as of the date hereof; and (c) not to change adversely the quality of said products and services without the Lender's express written consent; provided that unless and until an Event of Default has occurred and is continuing, Borrower may grant licenses of the Intellectual Property in the ordinary course of business.

7. **Nontransferable License.** Lender hereby grants to Borrower the exclusive, nontransferable right and license: (a) under the Intellectual Property to make, have made for it, use and sell the inventions claimed in the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for Borrower's own benefit and account and for none other; and (b) to use the Intellectual Property on and in connection with the products sold by Borrower for Borrower's own benefit and account and none other; provided, however, that Borrower's right and license as provided above in this Section shall terminate upon the occurrence of an Event of Default. The grant by Lender to Borrower contained in this Section is made without any representation or warranty by, or recourse to, the Lender. Except as otherwise expressly provided in Section 6, Borrower agrees not to sell or assign its interest in, or grant any sublicense under the license granted to Borrower by Lender in this Section, without prior written consent of Lender.

8. **Reassignment to the Borrower.** This Agreement is made for Intellectual Property purposes only. Upon payment in full of the Indebtedness and the expiration of all Commitments, the Lender shall execute and deliver to the Borrower all deeds, releases, assignments and other instruments as maybe necessary or proper to reassign to the Borrower the full right, title and interest of Lender in and to the Intellectual Property, without any representation or warranty by, or recourse to, the Lender.

9. **Duties of the Borrower.** The Borrower shall have the duty: (a) to pay all taxes, all maintenance and all other fees, and all other amounts necessary to maintain in full force and effect all of the Intellectual Property; (b) to prosecute diligently any patent application of the Patents and any trademark application of the Trademarks pending as of the date hereof or at any time hereafter until the Indebtedness has been fully paid and all Commitments have expired; (c) to make application on unpatented but patentable inventions and on trademarks, as appropriate; (d) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks; and (e) to take all reasonable steps to protect the confidentiality of the Proprietary Information. Any expenses incurred in connection with such applications shall be borne entirely by the Borrower, and the Lender shall have no obligation or liability to pay any

written and oral agreements and understandings, if any, regarding same. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

14. Applicable Law. This Agreement has been delivered to Lender and is performable in Milwaukee County, Wisconsin. Courts within the State of Wisconsin have jurisdiction over any dispute arising under or pertaining to this Agreement and venue for such dispute shall be in Milwaukee County, Wisconsin. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN AND APPLICABLE FEDERAL LAWS.

15. JURY WAIVER. THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT OR ANY OTHER RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER RELATED DOCUMENTS. ANY OF THE UNDERSIGNED OR LENDER MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS DOCUMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE UNDERSIGNED AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

16. Attorneys' Fees; Expenses. Borrower will upon demand pay to Lender the amount of any and all costs and expenses (including without limitation, reasonably attorneys' fees and expenses) which Lender may incur in connection with: (a) the perfection and preservation of the Intellectual Property assignment and security interests created under this Agreement; (b) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Intellectual Property; (c) the exercise or enforcement of any of the rights or Lender under the Agreement; or (d) the failure by Borrower to perform or observe any of the provisions hereof.

17. Termination. Upon (a) the satisfaction in full of the Indebtedness and all obligations hereunder, (b) the expiration of all Commitments, and (c) Lender's receipt of a written request from Borrower for the termination hereof, this Agreement and the security interests created hereby shall terminate. Upon termination of this Agreement and Borrower's written request, Lender will, at Borrower's sole cost and expense, return to Borrower such of the Intellectual Property as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

18. Indemnity. Borrower hereby agrees to indemnify, defend and hold harmless Lender, and its officers, directors, shareholders, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suites, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against, any Indemnified Person (whether or not caused by an Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the Indebtedness or the Intellectual Property (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action or inactions in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The Indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

19. Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

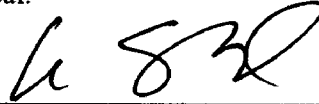
20. Notices. All notices required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written

STATE OF WISCONSIN)

COUNTY OF Milwaukee) SS:

The forgoing instrument was ~~acknowledged before me~~ ^{authenticated} on this 17th day of April, 2003, before me, by Wallace E. Clark, the Authorized Representative of BGW Marketing Company, LLC a Wisconsin limited liability company.

In witness whereof, I hereunto set my hand and official seal.



Printed Name: Warren S. Blumenthal
Notary Public, State of Wisconsin
My commission expires: is permanent

STATE OF WISCONSIN)

COUNTY OF Milwaukee) SS:

The foregoing instrument was ~~acknowledged before me~~ ^{authenticated} on this the 17th day of April, 2003, by Jon C. Hauser, the _____ of Bank One, NA, a national banking association having its main office in Chicago, Illinois, on behalf of that national association.

In witness whereof, I hereunto set my hand and official seal.



Printed Name: Warren S. Blumenthal
Notary Public, State of Wisconsin
My commission expires: is permanent

SCHEDULE 1

PATENTS AND APPLICATIONS FOR PATENTS

<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
None.			

<u>Patent Application Serial No</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
None.			

SCHEDULE 2

TRADEMARKS AND APPLICATIONS FOR REGISTRATION

United States Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BELLINI	1,543,536	June 13, 1989
BELLINI & Design	1,564,623	November 7, 1989
BELLINI	1,408,592	September 9, 1986

Foreign Trademark Registrations

<u>Trademark</u>	<u>County</u>	<u>Registration No.</u>	<u>Registration Date</u>
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BELLINI	Honduras	82.507	September 6, 2001
BELLINI	Guatemala	112,517	August 31, 2001
BELLINI (Int'l Cl. 25)	Nicaragua	53.794	May 14, 2002
BELLINI (Int'l Cl. 18)	Nicaragua	53.795	May 14, 2002
BELLINI	Canada	TMA372,609	August 31, 1990

United States Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
BELLINI MENS	75/114,040	June 4, 1996
BELLINI	75/690,695	April 23, 1999
BELLINI	75/299,102	May 28, 1997
BELLINI KIDS	76/302,665	August 20, 2001

Foreign Trademark Applications

<u>Trademark</u>	<u>County</u>	<u>Application No.</u>	<u>Application Date</u>
BELLINI	Canada	710,826 (opposition)	August 10, 1992
BELLINI	Canada	1,097,439	March 27, 2001
BELLINI	El Salvador	8560/99	June 30, 1999
BELLINI	Guatemala	99-05157	June 28, 1999
BELLINI (Int'l Cl. 25)	Mexico	524932	December 18, 2001
BELLINI (Int'l Cl. 18)	Mexico	526614	January 9, 2002

SCHEDULE 3

LICENSE AGREEMENTS

Date of Agreement

Licensor/Licensee

Subject of License

None.