

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Progressive International Corporation		06/11/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Business Credit, Inc.
Street Address:	1300 S.W. Fifth Avenue, 14th Floor
Internal Address:	MAC P6101-144
City:	Portland
State/Country:	OREGON
Postal Code:	97201
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0709174	MR. DUDLEY
Registration Number:	1914984	SPICE TREE
Registration Number:	1955619	PROGRESSIVE INTERNATIONAL
Registration Number:	2077816	HEALTHY COOKING
Registration Number:	2105652	HEALTHY KITCHEN
Registration Number:	2434693	MIRACLE WARE
Registration Number:	2436928	TOWER
Registration Number:	2453868	SPOT-LITE
Registration Number:	2641568	FRESH FINGERS
Registration Number:	2757832	PROGRIP ULTRA

CORRESPONDENCE DATA

Fax Number: (503)972-3840
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 0709174

Phone: 503-802-2140
Email: heatherj@tonkon.com
Correspondent Name: Heather Kliner
Address Line 1: 888 SW Fifth Avenue, Suite 1600
Address Line 4: Portland, OREGON 97206

ATTORNEY DOCKET NUMBER:

30728-21

NAME OF SUBMITTER:

Heather Kliner

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement, dated as of _____, 2004 is made by and between Progressive International Corporation, a Delaware corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

RECITALS

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. Except as otherwise provided on Exhibits A and/or B, the Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires sole ownership rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or

Trademark free and clear of all Liens except Permitted Liens and licenses entered into or arising in the ordinary course of business, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens and licenses entered into or arising in the ordinary course of business.

(f) No Sale. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent; provided, however, that the Debtor may from time to time license Patents and/or Trademarks in the ordinary course of business.

(g) Defense. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) Maintenance. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) Power of Attorney. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, during a Default Period, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into at all times, except during any Default Period.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default, the Secured Party may, during any Default Period, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies

of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Washington without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Progressive International Corporation
6111 South 228th Street
Kent, WA 98032

PROGRESSIVE INTERNATIONAL CORPORATION

By:  _____

Title: CFO SEC/LEGAL _____

Wells Fargo Business Credit, Inc.
MAC P6101-144
1300 S.W. Fifth Avenue
Portland, OR 97201

WELLS FARGO BUSINESS CREDIT, INC.

By: _____

Title: _____

of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Washington without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

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Progressive International Corporation
6111 South 228th Street
Kent, WA 98032

PROGRESSIVE INTERNATIONAL CORPORATION

By: _____

Title: _____

Wells Fargo Business Credit, Inc.
MAC P6101-144
1300 S.W. Fifth Avenue
Portland, OR 97201

WELLS FARGO BUSINESS CREDIT, INC.

By: *Robert James*

Title: *Vice President*

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Little Ben Timer	D485501	January 20, 2004
Little Ben Timer	D485194	January 13, 2004
Ice Cream Sandwich Maker	D481913	November 11, 2003
Ice Tray	D480736	October 14, 2003
Tool Stand	D476197	June 24, 2003
Combined Spoon and Lid Rest	D475898	June 17, 2003
Wall Rack for Kitchen Tools	D474933	May 27, 2003
Liquid Dispenser	D474406	May 13, 2003
Telescoping Steamer	D473751	April 29, 2003
Grater	D472110	March 25, 2003
Bacon Cooker	D471397	March 11, 2003
Spice Mill	D467773	December 31, 2002
Fresh Herb Keeper	D467131	December 17, 2002
Wire Cone Holder	D467127	December 17, 2002
Tool Head for a Kitchen Utensil	D466377	December 3, 2002
Handle for a Kitchen Utensil	D465701	November 19, 2002
Cutting Board	D464237	October 15, 2002
Colander	D463719	October 1, 2002
Roller Cutter with Retractable and Removable Cutter Wheel	6438850	August 27, 2002
Stay Cold Beverage Vessel	6412300	July 2, 2002
Spice Mill	D455325	April 9, 2002
Dish Rack	6364130	April 2, 2002
Condiment Dispenser	D451351	December 4, 2001
Handle for a Kitchen Tool	D450981	November 27, 2001
Measuring Cup Set	D450605	November 20, 2001
Snow Cone Holder with Integral Drinking Straw	D450171	November 13, 2001
Condiment Dispenser	D488630	October 2, 2001
Utility Cutter	D488266	September 25, 2001
Oil Sprayer with Hand Operated Air Pump	6283335	September 4, 2001
Thermal Gravy Server	D447378	September 4, 2001
Seasoning Roller Tool	D447023	August 28, 2001
Pepper Mill	D445006	July 17, 2001
Handle for a Kitchen Utensil	D444029	June 26, 2001
Measuring Spoon Set	D443836	June 19, 2001
Head for a Skimmer	D443802	June 19, 2001
Rolling Pin	D443187	June 5, 2001
Head for a Slotted Turner	D443186	June 5, 2001
Potato Masher	D443185	June 5, 2001
Handle for Kitchen Tool	D443177	June 5, 2001
Tongs	D442835	May 29, 2001

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Handle for Kitchen Utensil	D442824	May 29, 2001
Handle for Pastry Blender	D442823	May 29, 2001
Pasta Tongs	D442440	May 22, 2001
Mixing Bowl	D442437	May 22, 2001
Grater Set	D440129	April 10, 2001
Colander	D440127	April 10, 2001
Pitcher	D439789	April 3, 2001
Dish Rack	D439716	March 27, 2001
Food Grater	D438433	March 6, 2001
Measuring Spoon Set	D438125	February 27, 2001
Condiment Dispenser	D438065	February 27, 2001
Plastic Bottle Crusher	D437863	February 20, 2001
Measuring Cup Set	D437793	February 20, 2001
Wave Shaped Food Chopper	D437749	February 20, 2001
Straight Edge Food Chopper-Scoop	D437748	February 20, 2001
Seasoning Mill	D437746	February 20, 2001
Condiment Dispenser	D437745	February 20, 2001
Condiment Dispenser	D437744	February 20, 2001
Condiment Dispenser	D437743	February 20, 2001
Condiment Dispenser	D437742	February 20, 2001
Ribbed Side Drinking Vessel	D437733	February 20, 2001
Condiment Dispenser	D463809	January 30, 2001
Condiment Dispenser	D436808	January 30, 2001
Travel Mug	D436802	January 30, 2001
Pyramidal Food Grater	6135375	October 24, 2000
In Sink Colander	D432386	October 24, 2000
Serving Platter	D431161	September 26, 2000
Combination Salt Shaker and Pepper Mill	D428772	August 1, 2000
Pepper Grinder/Salt Shaker	D426753	June 20, 2000
Ergonomic Handle for Utensil	6065188	May 23, 2000
Cutting Board	D424891	May 16, 2000
Bowl-Colander Set	D424381	May 9, 2000
Meat Tenderizer Head	D423888	May 2, 2000
Liquid Sprayer	D422901	April 18, 2000
Handle for Barbecue Skewer	D415928	November 2, 1999
Handles for Tongs	D414653	October 5, 1999
Handle for Barbecue Tool	D413486	September 7, 1999
Plastic Food Serving Knife	D403559	January 5, 1999
Colander	D390757	February 17, 1998
Combined Pasta Measuring and Serving Utensil	D284342	June 24, 1986

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
Grater Set	China	ZL00336997.8	October 23, 2002
Utility Cutter	China	ZL00339609.6	January 9, 2002
Condiment Dispenser	Canada	95826	October 7, 2002
Handle for Kitchen Tool	China	Z100339620.7	October 17, 2001
Handle for Kitchen Utensils	China	00339621.5	September 10, 2001
Condiment Dispenser-Glacier	Canada	92778	June 29, 2001
Santo Handle with Oval Insert	Hong Kong	0110944.4	June 28, 2001
Grater Set	Hong Kong	0011443.1	October 9, 2000
Utility Cutter	Hong Kong	0011414.0	October 5, 2000
Pyramid Food Grater	United Kingdom	GB2, 335841	October 4, 2000
Liquid Sprayer	Hong Kong	9911544.4	May 13, 1999

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Mr. Duddley	0709174	January 3, 1961
Spice Tree	1914984	August 29, 1995
Progressive International	1955619	February 13, 1996
Healthy Cooking	2077816	July 8, 1997
Healthy Kitchen	2105652	October 14, 1997
Miracle Ware	2434693	March 13, 2001
Tower	2436928	March 20, 2001
Spot-Lite	2453868	May 22, 2001
Fresh Fingers	2641568	October 29, 2002
ProGrip Ultra	2757832	September 2, 2003

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Can Colander	78184961	November 14, 2002
Little Ben	78168861	September 27, 2002
ProGrip Ultra	75894960	
ProGrip	75891818	
Pyramid Grater Shape	76001102	
Green Color (Lettuce Knife)	76001082	

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None

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