

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):

Plano Molding Company

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation      Illinois
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address: \_\_\_\_\_

Street Address: 111 West Monroe Street

City: Chicago      State: IL      ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Illinois
- 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 names(s) & address(s) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

Execution Date: June 25, 2004

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

A. Trademark Application No.(s)

78/205,827  
78/205,832

B. Trademark Registration No.(s)

<u>2,796,183</u>	<u>2,823,366</u>	<u>2,088,166</u>
<u>1,948,825</u>	<u>1,815,041</u>	<u>2,825,167</u>
<u>2,834,488</u>	<u>2,823,385</u>	<u>2,652,289</u>
<u>1,815,041</u>	<u>1,787,859</u>	<u>2,811,955</u>
<u>2,241,598</u>	<u>1,808,914</u>	<u>2,796,183</u>

Additional numbers attached?  Yes  No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago      State: IL      ZIP: 60603

6. Total number of applications and trademarks involved: 18

7. Total fee (37 CFR 3.41) ..... \$ 465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0305

(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1471507

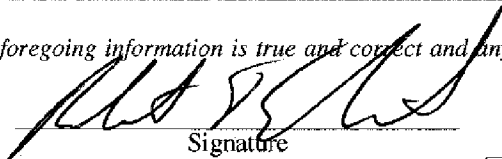
DO NOT USE THIS SPACE

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.*

Robert J. Schneider

Name of Person Signing



Signature

June 30, 2004

Date

Total number of pages including cover sheet, attachments, and document: 9

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

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1471507

700095569

TRADEMARK  
REEL: 002883 FRAME: 0623

CH \$390.00 500305 78205827

## TRADEMARK COLLATERAL AGREEMENT

This 25th day of June, 2004, Plano Molding Company, an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 431 East South Street, Plano, Illinois 60545, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Agent, an Illinois banking corporation with its mailing address at 111 West Monroe, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PLANO MOLDING COMPANY

(CORPORATE SEAL)

By Peter H. Henning  
Its Chairman

ATTEST:

Peter H. Henning  
(Type or Print Name)

Joy E. Henning  
Its Secretary

HARRIS TRUST AND SAVINGS BANK, as Agent

Jacqueline E. Henning  
(Type or Print Name)

By \_\_\_\_\_  
Its \_\_\_\_\_  
  
\_\_\_\_\_  
(Type or Print Name)

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PLANO MOLDING COMPANY

(CORPORATE SEAL)

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
Its Secretary

HARRIS TRUST AND SAVINGS BANK, as Agent

\_\_\_\_\_  
(Type or Print Name)

By David L. Crouch  
Its \_\_\_\_\_  
**DAVID L. CROUCH**  
**VICE PRESIDENT**

\_\_\_\_\_  
(Type or Print Name)

STATE OF Illinois )  
 ) SS  
COUNTY OF DeKalb )

I, Margaret B. Vaughan a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Henning, of Plano Molding Company, an Illinois corporation, and Jacqueline E. Henning, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Peter H. Henning and Jacqueline E. Henning Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said Jacqueline E. Henning Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of June, 2004.



Margaret B. Vaughan  
Notary Public

Margaret B. Vaughan  
(Type or Print Name)

My Commission Expires:

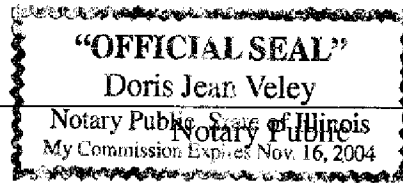
1-8-05

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

I, Doris J. Veley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David S. Crouch, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of June, 2004.

(NOTARIAL SEAL)



My Commission Expires:

Doris J. Veley  
 (Type or Print Name)

11/16/04

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
PROLATCH	2,796,183	12/16/03
CURLER Curling Iron Holder	1,948,825	01/16/96
TACKLE	2,834,488	04/20/04
TACKLE LOGIC	1,815,041	01/04/94
DURASHELF	2,241,598	04/27/99
BOW MAX Outdoor	2,823,366	03/16/04
HUNTERLOGIC	1,815,041	_____
BOWMAX	2,823,385	03/16/04
JAMMERS	1,787,859	10/12/93
METRO	1,808,914	12/07/93
AIR GLIDE	2,088,166	08/12/97
PROMAX - FOR FIREARM CASES	2,825,167	03/23/04
HUNTERLOGIC	2,652,289	11/19/02
PILLARLOCK	2,811,955	02/03/04
PROLATCH	2,796,183	12/16/03

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
GARAGE LOGIC	78/205,827	01/22/03
GARAGE LOGIC	78/205,832	01/22/03

**COMMON LAW MARKS AND TRADE NAMES**

NA

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

NA

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

NA



**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NA