

12-29-2003



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102633634

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

1. Name of conveying party(ies):

WIT IP CORPORATION

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - DE
☐ 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: 12/19/2003

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS AGENT

Internal

Address: SUITE 6400

Street Address: 311 SOUTH WACKER DRIVE

City: CHICAGO State: IL Zip: 60606

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State DE
☐ 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) n.a.

B. Trademark Registration No.(s) 2,513,070;
2,513,079; 2,134,195

Additional number(s) attached ☐ Yes ☒ No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman
Suite 1600

Street Address: 525 WEST MONROE STREET

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Penelope S. Johnson
Name of Person Signing

Penelope S. Johnson
Signature

12/23/2003
Date

12/30/2003 LWELLER 00000010 2513070

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

01 FC:8521
02 FC:8522

40.00/00
50.00/00

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

TRADEMARK
REEL: 002886 FRAME: 0492

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2003, is between **WIT IP CORPORATION**, a Delaware corporation ("Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, "Grantee") for the benefit of itself, the Lenders and the Swap Counterparties (as defined in the Credit Agreement defined below).

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto;

WHEREAS, ACMI Corporation, a Delaware corporation, as Borrower ("Borrower"), has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as agent and as lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., as Documentation Agent and as a Lender, Harris Trust and Savings Bank, as Syndication Agent and as a Lender, and such other Lenders who from time to time are parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by the Lenders; and

WHEREAS, Borrower legally and beneficially owns one hundred percent (100%) of the outstanding capital stock of Grantor; and

WHEREAS, Grantor will derive substantial benefit and advantage from the loans and other financial accommodations to Borrower as set forth in the Credit Agreement, and it will be to Grantor's direct interest and economic benefit to assist Borrower in procuring said loans and other financial accommodations from the Grantee and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantee, and certain other parties, Grantor has granted to Grantee for the benefit of Agent, Lenders and the Swap Counterparties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the

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following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of this page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

GRANTOR:

WIT IP CORPORATION, a Delaware corporation, as Grantor

By: 
Name: David Perce
Title: Treasurer

GRANTEE:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

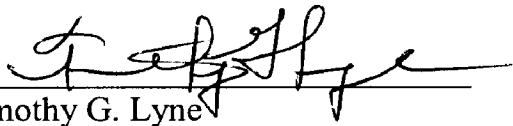
GRANTOR:

WIT IP CORPORATION, a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

GRANTEE:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Lyne
Title: Director

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>Mark:</u>	<u>Registration No.:</u>	<u>Issue Date:</u>
ARGOMED & design	2,513,070	November 27, 2001
Design only	2,513,079	November 27, 2001
THERMOFLEX	2,134,195	February 3, 1998

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark:</u>	<u>Registration No.:</u>	<u>Issue Date:</u>
DOUBLE J	505,902	28-Jan-85
THERMOFLEX	000107656	
THERMOFLEX	85,135	10-May-96

U.S. TRADEMARK APPLICATIONS

<u>Mark:</u>	<u>Application No.:</u>	<u>File Date:</u>
All Intent-To-Use Applications		

FOREIGN TRADEMARK APPLICATIONS

<u>Mark:</u>	<u>Application No.:</u>	<u>File Date:</u>
None		

TRADEMARK LICENSES

<u>Name of Agreement:</u>	<u>Parties:</u>	<u>Date of Agreement:</u>
None		

WIT IP Corporation

324700.02-Los Angeles Server 1A - MSW

RECORDED: 12/24/2003

TRADEMARK
REEL: 002886 FRAME: 0497