

12-29-03

Form PTO-1594

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12-29-2003

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

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼



To the Honorable Commissioner of Pat.

102633636

original documents or copy thereof.

1. Name of conveying party(ies):

ACMI 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) See attached.

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:

13

7. Total fee (37 CFR 3.41).....\$ 340.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Penelope S. Johnson

Name of Person Signing

Signature

12/23/2003

Date

9

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

12/30/2003 LMUELLER 00000000 2710936

01 FC:8521
02 FC:852244.00 DP
300.00 DPMail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002886 FRAME: 0779

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>Mark:</u>	<u>Registration No.:</u>	<u>Issue Date:</u>
ACMI	1 2,710,996	April 29, 2003
CIRCON	2 2,317,585	February 15, 2000
CORETHERM	3 2,745,160	July 29, 2003
DUR	4 2,706,519	April 15, 2003
E-Z GLIDER	5 2,702,091	April 1, 2003
HYDRO	6 1,825,783	March 8, 1994
MICRO-6	7 1,849,157	August 9, 1994
MicroDigital	8 1,914,747	August 29, 1995
MICRO-L	9 2,170,287	June 30, 1998
SNAP-IN SNAP-OUT	10 2,401,640	November 7, 2000
SUR-CATCH	11 2,752,833	August 19, 2003
VAPORTOME (stylized)	12 2,103,440	October 7, 1997
VAPORTRODE (stylized)	13 2,049,551	April 1, 1997

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark:</u>	<u>Registration No.:</u>	<u>Issue Date:</u>
ACMI	899,844	8-Jan-02
AQUATHERM	940,452	17-Jan-03
DUR	900,412	15-Jan-02
FALOPE-RING	340,724	20-Jul-76
WAPPLER	308,444	3-Feb-92
CIRCON	240,912	14-Mar-80
DUR	587,134	13-Aug-03
SNAP-IN SNAP-OUT	46,573	4-Nov-96
ACMI	002 524 874	26-Jun-03
ACMI	002 524 908	7-Oct-03
CIRCON	605,501	1-Aug-97
DUR	002534253	14-Jan-02
VAPORTRODE	344,192	24-Aug-98
FALOPE-RING	1,354,470	12-May-86
FALOPE-RING	959,547	20-Jul-76
FALOPE-RING	744893 (renewal of 338,278)	28-Jan-85 (orig. 28-Jul-76)
ACMI	4,628,199	6-Dec-02
AQUATHERM	4,700,563	15-Aug-03
DUR	4,634,600	20-Jan-03
SUR-CATCH	4,697,464	1-Aug-03
VAPORTRODE	4,107,551	30-Jan-98
ACMI	749,597	29-May-02
ACMI	737,891	28-Feb-02
SNAP-IN SNAP-OUT	493,568	1-Jun-95
ACMI	650,867	8-Jan-02
ACMI	650,869	8-Jan-02
ACMI	650,870	8-Jan-02

ACMI Corporation

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2003, is between **ACMI 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, Grantor, as 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 Grantor by 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 and Grantee, 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 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:

ACMI CORPORATION, a Delaware corporation,
as Grantor

By: 

Name: Dana Pierce

Title: Vice President - Finance and Treasury

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.

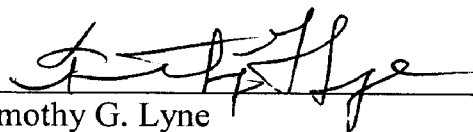
GRANTOR:

ACMI 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

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to Trademark
Security Agreement**

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VAPORTRODE	4,107,551	30-Jan-98
ACMI	749,597	29-May-02
ACMI	737,891	28-Feb-02
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ACMI	650,867	8-Jan-02
ACMI	650,869	8-Jan-02
ACMI	650,870	8-Jan-02

ACMI Corporation

ACMI	650,871	8-Jan-02
ACMI	650,872	8-Jan-02
DUR	651,042	14-Jan-02
FALOPE-RING	99,923	15-Dec-87
SNAP-IN SNAP-OUT	175,268	
ACMI	8,001	21-Aug-03
DUR	548,295	19-May-03
FALOPE-RING	157,612	3-Dec-76
ACMI	502,491	8-Jan-02
DUR	503,199	15-Jan-02
ACMI	1,046,469	16-Jun-03
ACMI	1,034,814	1-Mar-03
ACMI	1,026,577	16-Dec-02
ACMI	1,045,589	1-Jun-03
ACMI	1,033,658	16-Feb-03
ACMI	174,397	16-Dec-02
CORETHERM	1,037,286	16-May-03
DUR	1,026,736	16-Dec-02
FALOPE-RING	1,065,068	29-Jun-77
SNAP-IN SNAP-OUT	1,578,547	15-Jul-94
FALOPE-RING	78/2016	27-Apr-78

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>
SUR-CATCH		12/10/03
ACMI	824,514,955	25-Apr-02
ACMI	824,514,726	25-Apr-02
ACMI	824,514,734	25-Apr-02
ACMI	824,514,742	25-Apr-02
ACMI	824,514,750	25-Apr-02
ACMI	824,514,769	25-Apr-02
AQUATHERM	82,525,537	22-Jan-03
SUR-CATCH	825,224,314	13-Jan-03
CORETHERM	824,630,734	09-Jul-02
DUR	824,369,157	22-Feb-02
ACMI	1,129,040	24-Jan-02
AQUATHERM	1,165,033	16-Jan-03
SUR-CATCH	1,164,591	13-Jan-03
ACMI	3,306,890	13-Sep-02
ACMI	3,306,891	13-Sep-02
ACMI	3,306,892	13-Sep-02
ACMI	3,306,893	13-Sep-02
ACMI	3,306,894	13-Sep-02
ACMI	3,306,895	13-Sep-02
CORETHERM	3,306,896	13-Sep-02
DUR	3,306,897	13-Sep-02

ACMI Corporation

AQUATHERM	002,990,844	15-Jan-03
FALOPE-RING	003,036,381	13-Feb-03
SUR-CATCH	002,977,437	07-Jan-03
TRIPOLAR	002,900,298	21-Oct-02
ACMI	1,073,659	14-Jan-02
ACMI	1,073,660	14-Jan-02
ACMI	1,073,662	14-Jan-02
ACMI	1,073,658	14-Jan-02
ACMI	1,073,661	14-Jan-02
DUR	1,074,466	17-Jan-02
ACMI	530,599	02-Feb-02
ACMI	530,600	02-Feb-02
ACMI	530,602	02-Feb-02
CORETHERM	546,884	13-May-02
DUR	530,604	02-Feb-02
CORETHERM	2002-17639	17-Apr-02

TRADEMARK LICENSES

<u>Name of Agreement:</u>	<u>Parties:</u>	<u>Date of Agreement:</u>
License Agreement	Bullard, Roger, M.D./ACMI	3/18/96
License Agreement	Campo, Brosens, Gordts/ACMI	9/9/97
License Agreement	Corson, Stephen L., M.D./ACMI	4/21/90
Trademark License Agreement	Perkash, Inder, M.D./ACMI	1/19/93
License Agreement	Pleatman, Mark A., M.D./ACMI	5/14/91

ACMI Corporation

324700.02-Los Angeles Server 1A - MSW

RECORDED: 12/29/2003

TRADEMARK
REEL: 002886 FRAME: 0787