

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.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):  
Marvel Oil Company, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 04/30/2004

2. Name and address of receiving party(ies)

Name: LaSalle Bank, National Association  
 Internal  
 Address: \_\_\_\_\_  
 Street Address: 135 South LaSalle Street  
 City: Chicago State: IL Zip: 60603

- individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other National Banking Association

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) \_\_\_\_\_

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: Stacy P. Chronopoulos  
 Internal Address: Pedersen & Houpt, P.C.  
Suite 3100  
 Street Address: 161 North Clark Street  
 City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: \_\_\_\_\_

**4**

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500276

**DO NOT USE THIS SPACE**

9. Signature.

Jessica L. Heiss  
Name of Person Signing



Signature

7/22/04

Date

Total number of pages including cover sheet, attachments, and document: **8**

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

CH \$115.00 600276 0700098

**ITEM 4 CONTINUED**

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

**B. Trademark Registration Nos.**

1. 700,098
2. 663,346
3. 1,673,173
4. 363,189

## **TRADEMARK COLLATERAL SECURITY AGREEMENT**

This 30th day of April, 2004, Marvel Oil Company, Inc., an Illinois corporation ("Pledgor") with its principal place of business and mailing address at 20 East Cedar Street, Chicago, Illinois 60611, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to LaSalle Bank, National Association, a national banking association ("LaSalle"), with its mailing address at 135 South LaSalle Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (LaSalle acting as such agent and any successor or successors to LaSalle acting in such capacity being hereinafter referred to as the "Agent"), and grants to Agent a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A 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) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of unfair competition or injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement Re: Intellectual Property bearing even date herewith between Pledgor, certain other parties and the Agent (the "Security Agreement"). Notwithstanding anything herein to the contrary, this Trademark Collateral Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any of the Collateral, but rather, shall operate only to create a security interest for collateral purposes in favor of Agent for the benefit of the Secured Creditors, on the Collateral as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

[Signature page follows]

IN WITNESS WHEREOF, Pledgor and the Agent have caused this Trademark Collateral Security Agreement to be duly executed as of the date and year first above written.

MARVEL OIL COMPANY, INC.

By:   
Its: Authorized Agent

LASALLE BANK, NATIONAL ASSOCIATION, as Agent

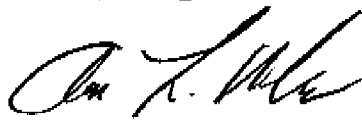
By: \_\_\_\_\_  
Name: Aaron L. Markos  
Its: Assistant Vice President

IN WITNESS WHEREOF, Pledgor and the Agent have caused this Trademark Collateral Security Agreement to be duly executed as of the date and year first above written.

MARVEL OIL COMPANY, INC.

By: \_\_\_\_\_  
Its: Authorized Agent

LASALLE BANK, NATIONAL  
ASSOCIATION, as Agent

By:  \_\_\_\_\_  
Name: Aaron L. Markos  
Its: Assistant Vice President

STATE OF ILLINOIS }  
COUNTY OF COOK }SS:

I, Robert J. Willson, Jr a Notary Public in and for said County, in the State aforesaid, do hereby certify that Philip J. Zedler the Authorized Agent of Marvel Oil Company, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Agent, 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 30th day of April, 2004.

(NOTARIAL SEAL)



My Commission Expires

[Signature]  
Notary Public

Robert J. Willson, Jr.  
(Type or Print Name)

STATE OF ILLINOIS }  
COUNTY OF COOK }SS:

I, Michelle Pontarelli a Notary Public in and for said County, in the State aforesaid, do hereby certify that Aaron L. Markos, the Assistant Vice President of LaSalle Bank, National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant 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 Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of April, 2004.



(NOTARIAL SEAL)

Michelle Pontarelli

Notary Public

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

My Commission Expires:

**SCHEDULE A**  
**TO TRADEMARK COLLATERAL SECURITY AGREEMENT**  
**REGISTERED U.S. TRADEMARKS**  
**AND TRADEMARK APPLICATIONS**

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION REG. NO.</u>	<u>DATE</u>
MARVEL	700098	June 28, 1960
MARVEL	663346	June 24, 1958
MARVEL MYSTERY OIL & DESIGN	1673173	January 28, 1992
HI-REV	363189	December 13, 1938

**PENDING U.S.  
TRADEMARK  
APPLICATIONS**

**FILING NO.**

**FILING DATE**

None.