

RECORD
SHEET

02-10-2004

U.S. DEPARTMENT OF
Patent and Trademark

2/19/04

Tab settings



To the Honorable Commissioner of Patents

attached original documents or

102665892

1. Name of conveying party(ies):
The Hygenic Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: January 30, 2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address:

Street Address: 311 South Wacker Drive, Suite 6400

City: Chicago State: IL Zip: 60606

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

X Corporation State DE

☐ Other

If assignee is not domiciled in the United States, a designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

See Attached Schedule 1

B. Trademark Registration No.(s):

See Attached Schedule 1

Additional numbers attached? Yes

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

Name: Terese M. Scholl

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago State IL ZIP 60661

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41) \$ 865.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit

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 of the original

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

02/05/04

Date

02/10/2004 EDOOPER 00000030 73013181

Total number of pages including cover sheet, attachments: 15

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

TRADEMARK
REEL: 002910 FRAME: 0726

Schedule 1

U.S. Trademark Applications and Registrations

MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
Parabath	73/013,181 02/11/74	1,011,451 05/27/75	10
Thera-Band	73/100,524 09/20/76	1,063,239 04/12/77	10
Hygenic and H Design	73/348,731 02/04/82	1,241,177 06/07/83	17
Hygenic and H Design	73/404,347 12/01/82	1,269,061 03/06/84	10
Dyna-Band	73/548,554 07/17/85	1,379,345 01/21/86	28
Hygenic and H Design	73/548,499 07/17/85	1,380,599 01/28/86	28
[none] (logo)	73/760,623 10/31/88	1,541,408 05/30/89	10
Thera-Band and Design	73/760,624 10/31/88	1,542,392 06/06/89	10
Thera-Band	74/493,865 02/24/94	1,895,004 05/23/95	10
[none] (pink)	74/591,343 10/27/94	2,037,964 02/11/97	28
[none] (green)	74/591,344 10/27/94	2,037,965 02/11/97	28
[none] (purple)	74/591,577 10/27/94	2,037,966 02/11/97	28
Hygenic and H Design	74/660,426 04/13/95	1,966,739 04/09/96	5, 10
Hytone	74/714,927 08/14/95	2,144,993 03/17/98	17
Hygenic and H Design	75/109,559 05/22/96	2,120,982 12/16/97	17
Hygenic and H Design	75/419,864 01/20/98	2,262,494 07/20/99	10
Thera-Band	75/556,542 09/18/98	2,295,811 11/30/99	28
Hysynal	75/463,681 04/07/98	2,308,554 01/18/00	10, 17

MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
Aquafins	75/712,381 05/24/99	2,364,354 07/04/00	10, 28
Flexbar	75/942,466 03/13/00	2,550,917 03/19/02	10, 28
Thera-Band and Design (b & w)	76/043,561 05/08/00	2,467,659 07/10/01	10, 28
Thera-Band and Design (color)	76/045,653 05/11/00		10, 28
[none] (tan)	76/046,740 05/11/00		10, 28
[none] (yellow)	76/045,940 05/11/00		10, 28
[none] (red)	76/045,939 05/11/00		10, 28
[none] (green)	76/045,862 05/11/00		10, 28
[none] (blue)	76/046,437 05/11/00		10, 28
[none] (black)	76/045,977 05/11/00		10, 28
[none] (silver)	76/045,938 05/11/00		10, 28
[none] (gold)	76/045,976 05/11/00		10, 28
SDS	76/152,300 10/23/00	2,599,090 07/23/02	28
Hyperform	76/427,046 07/02/02		17, 23
First Step to Active Health	76/526,336 06/27/03		41
First Step to Active Health	76/526,299 06/27/03		16

Foreign Trademark Applications and Registrations

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
AUSTRALIA	Dyna-Band	501925 12/21/88	A501925 10/31/91	10

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
	Thera-Band	501926 12/21/88	A501926 05/08/91	10
	Aquafins	770960 08/20/98	770960 08/13/99	10, 28
	Therarobics	763150 05/22/98	763150 01/20/99	28, 41
	Thera-Band	772043 09/02/98	772043 06/11/99	28
	Thera-Band and Design (b & w)	856371 11/08/00	856371 02/13/02	9, 10, 28
	Thera-Band and Design (color)	856897 11/10/00	856897 02/13/02	9, 10, 28
AUSTRIA	Dyna-Band	AM4207/90 08/16/90	134133 01/04/91	10, 28
	Thera-Band	AM4039/95 07/18/95	160168 09/29/95	10
	Hygenic and H Design	AM4041/95 07/18/95	160822 11/09/95	5, 10
BENELUX	Thera-Band	715317 05/17/88	450458 04/17/89	5, 10
	Dyna-Band	750489 08/14/90	483254 08/14/90	10, 28
	Hygenic and H Design	758473 01/17/91	501502 04/01/92	5, 10, 28
BOLIVIA	Aquafins	85320 08/20/98	75719-C 11/05/99	10
	Aquafins	85321 08/20/98	75720-C 11/05/99	28
BRAZIL	Hygenic and H Design	815746806 09/11/90		5
	Thera-Band	816666180 04/16/92	816666180 10/05/93	5
	Aquafins	821209787 11/13/98		12
	Aquafins	821209795 11/13/98		25
	Aquafins	82129809 11/13/98		28
	Thera-Band	821221183 11/17/98		9, 25

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
	Thera-Band	821221191 11/17/98		10, 28
	Thera-Band and Design (b & w)	823383997 11/08/00		10
	Thera-Band and Design (b & w)	823384004 11/08/00		28
	Thera-Band and Design (color)	823386007 11/10/00		10
	Thera-Band and Design (color)	823386015 11/10/00		28
CANADA	Hygenic and H Design	581579 04/06/87	TMA360478 09/15/89	5, 10, 17, 27, 28
	Thera-Band and Design	749158 03/18/94	TMA450636 11/24/95	28
	Thera-Band	748714 03/04/94	TMA461454 08/23/96	28
	Aquafins	1015327 05/11/99	TMA594347 11/07/03	9, 10, 18, 28
	Thera-Band	748714 (3/4/94) This application does not exist on the Canadian Trademark Office website	see registration TMA461454	10, 16, 28
	Thera-Band and Design (b & w)	1082165 11/09/00	TMA577562 03/18/03	10, 28
	Thera-Band and Design (color)	1082415 11/10/00	TMA577637 03/19/03	10, 28
CHILE	Thera-Band	202521 03/17/92	390492 08/07/92	10
	Thera-Band	431215 10/27/98	542326 06/09/99	28
	Thera-Band and Design (b & w)	507476 11/09/00	599740 07/17/01	10
	Thera-Band and Design (b & w)	507477 11/09/00	599985 07/20/01	28
	Thera-Band and Design (color)	507730 11/13/00	597591 08/31/01	10
	Thera-Band and Design (color)	507731 11/13/00	597592 08/31/01	28

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
COLOMBIA	Thera-Band	359981 05/05/92	144549 12/20/93	10
	Aquafins	98/053977 09/11/98	216809 03/24/99	10
	Aquafins	98/053979 09/18/98	216810 03/24/99	28
	Thera-Band	98/052113 09/19/98	217536 03/31/99	28
	Thera-Band and Design (b & w)	00.084.905 11/08/00	245915 12/13/01	10
	Thera-Band and Design (b & w)	00.084.906 11/08/00	245914 12/13/01	28
	Thera-Band and Design (color)	00.085.703 11/10/00	245909 12/13/01	10
	Thera-Band and Design (color)	00.085.705 11/10/00	244357 11/16/01	28
CZECH REPUBLIC	Thera-Band	179805 05/15/02	251917 02/24/03	9, 10, 28
DENMARK	Hygenic and H Design	VA 00.814/1991 02/01/91	VR 08.362 1992 09/11/92	5, 10, 28
	Thera-Band	VA 06.800/1993 10/20/93	VR 08.919 1993 12/24/93	10
	Dyna-Band	VA 06.287/1990 08/15/90	VR 00.998 1994 02/18/94	10, 28
ECUADOR	Aquafins	90611 09/02/98	8629-00 11/30/00	28
	Aquafins	90612 09/02/98	8630-00 11/30/00	10
ECTM	Therarobics	846071 06/03/98	846071 11/09/99	9, 28, 41
	Aquafins	912816 08/24/98	912816 04/17/00	9, 10, 28
	Thera-Band	920892 09/02/98	920892 04/17/00	9, 10, 16, 28
	Thera-Band and Design (b & w)	1943885 11/08/00	1943885 12/16/02	9, 10, 28
	Thera-Band and Design (color)	1949551 11/10/00	1949551 09/27/02	9, 10, 28
FINLAND	Dyna-Band	4156/90 08/16/90	119181 05/20/92	10, 28

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
	Hygenic and H Design	954202 07/20/95	200442 05/15/96	10
	Thera-Band	954203 07/20/95	201034 07/15/96	10
FRANCE	Thera-Band	929312 05/26/88	1467991 05/26/98	5
	Dyna-Band	232607 08/16/90	1610233 08/16/90	10, 28
	Hygenic and H Design	275440 03/22/91	1651880 03/22/91	5, 10, 28
GERMANY	Dyna-Band	C 40867/10 Wz 08/16/90	1178451 06/28/91	10, 28
	Thera-Band	H 59564/10 Wz 05/25/88	1178481 07/01/91	10
	Hygenic and H Design	H 64910-10 Wz 01/22/91	2006219 11/13/91	5, 10, 28
GREECE	Dyna-Band	100292 08/16/90	100292 11/17/94	10, 28
	Hygenic and H Design	103904 05/03/91	103904 05/17/95	5, 10, 28
	Thera-Band	116382 10/20/93	116382 05/17/96	10
HUNGARY	Thera-Band	M0202385 05/17/02	175360 05/06/03	10, 28
IRELAND	Dyna-Band	141486 02/16/90	141486 08/15/90	10, 28
	Hygenic and H Design	181/91 01/14/91	143241 10/08/93	10
	Thera-Band	93/4864 10/11/93	157724 05/26/95	10
ISRAEL	Thera-Band	156956 05/07/02		10
	Thera-Band	156957 05/07/02		28
ITALY	Dyna-Band	049660-C/90 08/16/90	587979 02/15/93	10, 28
	Hygenic and H Design	MI91C/003193 05/02/91	623157 06/14/94	5, 10, 28
	Thera-Band	MI93C/07311 10/25/93	677912 05/14/96	10

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
	Dyna-Band	945214 10/28/94	690762 10/21/96	41
JAPAN	Thera-Band	4-14220 2/17/92	2717467 10/31/96	1
	Thera-Band	8-031116 03/26/96	4086677 11/28/97	28
	Dyna-Band	7-86251 08/24/95	4113423 02/13/98	28
	Hygenic and H Design	8-88481 08/08/96	4143278 05/08/98	5
	Hygenic and H Design	8-88483 08/08/96	4159679 06/26/98	17
	Hygenic and H Design	8-88482 08/08/96	4362388 02/18/00	10
	Therarobics	10- 48820 06/11/98	4376222 04/14/00	28, 41
	Thera-Band and Design (b & w)	2000-120937 11/08/00	4543834 02/15/02	10, 28
	Thera-Band and Design (color)	2000-122423 11/13/00	4543836 02/15/02	10, 28
KOREA	Thera-Band	92/3636 02/14/92	259028 03/04/93	10
	Aquafins	98/24845 09/24/98	463276 01/19/00	10, 28
	Thera-Band	99/227 01/08/99	466945 03/21/00	10, 28
	Thera-Band and Design (b & w)	2000-51879 11/08/00	532234 10/11/02	10, 28
	Thera-Band and Design (color)	2000-52310 11/10/00	521778 05/30/02	10, 28
MALAYSIA	Hygenic and H Design	95/04467 05/11/95		10
MALTA	Dyna-Band	19926 08/20/90	19926 09/02/91	10
	Dyna-Band	19927 08/20/90	19927 09/02/91	28
MEXICO	Thera-Band	135972 03/24/92	416337 06/17/92	10
	Thera-Band	351384 10/21/98	593559 11/25/98	28

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
	Thera-Band and Design (b & w)	457039 11/08/00	738027 03/14/02	10
	Thera-Band and Design (b & w)	457040 11/08/00	730171 01/29/02	28
	Thera-Band and Design (b & w)	494981 07/09/01	723985 11/27/01	9
	Thera-Band and Design (color)	457565 11/10/00	724740 11/29/01	10
	Thera-Band and Design (color)	457566 11/10/00	765278 10/30/02	28
	Thera-Band and Design (color)	494982 07/09/01	755586 07/25/02	9
MONACO	Dyna-Band	90-13441 08/14/90	R.00.21543 05/12/00	10, 28
NEW ZEALAND	Therarobics	292904 05/27/98	292904 11/19/98	28
	Therarobics	292905 05/27/98	292905 11/19/98	41
	Aquafins	B297100 08/24/98	297100 06/09/99	10
	Aquafins	B297101 08/24/98	297101 06/09/99	28
NORWAY	Dyna-Band	90/4157 08/15/90	152399 09/24/92	10, 28
	Therarobics	98/04619 05/27/98	193241 10/02/98	28, 41
	Aquafins	98/08800 09/30/98	198726 08/11/99	10, 28
PERU	Aquafins	074831 11/30/98	052773 02/24/99	10
	Aquafins	074832 11/30/98	052960 02/26/99	28
POLAND	Thera-Band	Z-250110 05/08/02		10, 28
PORTUGAL	Dyna-Band	266675 08/16/90	266675 11/16/92	10
	Dyna-Band	266676 08/16/90	266676 11/16/92	28
	Hygenic and H Design	273052 04/18/91	273052 03/31/93	5

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
	Hygenic and H Design	273053 04/18/91	273053 03/26/93	10
	Thera-Band	295414 10/20/93	295414 12/20/94	10
PUERTO RICO	Thera-Band	02/11/92	30976 08/11/92	44
	Thera-Band	04/24/01	49905 08/24/01	10
	Thera-Band	05/10/00	49603 08/30/01	28
	Thera-Band and Design (b & w)	57803 06/18/02		10
	Thera-Band and Design (b & w)	57809 06/18/02		28
RUSSIA	Thera-Band	05/14/02 2002710243	254297 09/01/03	9, 10, 28
SAUDI ARABIA	Thera-Band	16483 04/27/92	273/63 01/16/93	10
	Thera-Band	45598 09/02/98	473/93 04/18/99	28
	Thera-Band and Design (b & w)	67848 11/08/00	596/37 11/11/01	10
	Thera-Band and Design (b & w)	67849 11/08/00	586/17 09/02/01	28
	Thera-Band and Design (color)	68072 11/19/00	593/65 10/24/01	10
	Thera-Band and Design (color)	68073 11/19/00	594/13 10/28/01	28
SINGAPORE	Hygenic and H Design	4624/95 05/25/95	T95/04624E 05/25/95	10
SLOVENIA	Thera-Band	Z-200270623 05/10/02	200270623 11/08/02	10, 28
SOUTH AFRICA	Thera-Band	2002/06316 05/08/02		10
	Thera-Band	2002/06317 05/08/02		28
SPAIN	Dyna-Band	1585250 08/16/90	1585250 03/05/93	10
	Thera-Band	1786082 10/25/93	1786082 09/04/94	10

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
	Hygenic and H Design	1920092 09/06/94	1920092 04/05/95	10
	Dyna-Band	2124363 11/06/97	2124363 12/21/98	28
SWEDEN	Dyna-Band	90-7438 08/15/90	231723 03/20/92	10, 28
	Thera-Band	87-6328 08/20/87	227877 11/22/91	10
	Hygenic and H Design	95-8257 07/20/95	335650 03/24/00	5, 10
SWITZERLAND	Thera-Band	5481/87 08/19/87	356844 01/06/88	10
	Dyna-Band	06126/1990 08/15/90	384212 07/03/91	10, 28
	Hygenic and H Design	8791/1995.7 06/30/95	430090 11/07/96	5, 10
	Therarobics	4284/1998 05/07/98	455894 11/04/98	28, 41
	Thera-Band	7649/1998 09/17/98	467600 01/07/00	10, 28
	Aquafins	7650/1998 09/17/98	467601 09/17/98	10, 28
	Thera-Band and Design (b & w)	13265/2000 11/08/00	486070 06/20/01	9, 10, 28
	Thera-Band and Design (color)	13439/2000 11/13/00	489533 09/26/01	9, 10, 28
THAILAND	Thera-Band	259173 01/24/94	TM25639 02/24/95	10
	Thera-Band	374383 11/13/98	TM108396 02/14/00	28
	Thera-Band and Design (b & w)	437777 11/08/00	TM167635 09/04/02	10
	Thera-Band and Design (b & w)	437778 11/08/00	TM157378 04/25/02	28
	Thera-Band and Design (color)	438206 11/13/00	TM162824 07/04/02	10
	Thera-Band and Design (color)	438207 11/13/00	TM159081 05/15/02	28
UNITED KINGDOM	Thera-Band	1319651 08/24/87	1319651 11/04/88	10

COUNTRY	MARK	APPLICATION NO. AND FILING DATE	REGISTRATION NO. AND REGISTRATION DATE	CLASS
	Dyna-Band	1419170 02/16/90	1419170 01/27/95	10
	Dyna-Band	1419171 02/16/90	1419171 01/27/95	28
	Hygenic and H Design	1453018 01/17/91	1453018 10/07/92	10
	Dyna-Band	1454823 02/04/91	1454823 01/13/95	9
VENEZUELA	Thera-Band	5857/92 03/25/92		44 (local)
	Aquafins	23.802-98 12/29/98	P-215471 09/10/99	10
	Aquafins	23.803-98 12/29/98	P-215473 09/10/99	28

TRADEMARK LICENSES

Trademark licenses from third parties:

1. The Hygenic Corporation licenses the name, likeness and endorsement of Joseph W. Thiel as set forth on Exhibit A to that certain License Agreement, dated as of June 26, 1996, by and between Joseph W. Thiel and The Hygenic Corporation.
2. The Hygenic Corporation licenses the trademark ABCO Latex Tubing pursuant to that certain ABCO Trademark License, dated as of March 3, 1993, by and between ABCO Dealers, Inc. and The Hygenic Corporation.
3. Trademark License, dated as of January 2, 1997, by and between The Hygenic Corporation and Coltene/Whaledent, Inc.

TRADEMARK SECURITY AGREEMENT

WHEREAS, THE HYGENIC CORPORATION, a Delaware corporation (“**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; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of January 30, 2004 (as the same may be amended, restated, supplemented or otherwise modified and in effect, from time to time, the “**Credit Agreement**”), with ANTARES CAPITAL CORPORATION, as agent (“**Agent**”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Borrower 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 Borrower and Agent (in such capacity, “**Grantee**”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor, including, without limitation, 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 renewals, modifications or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business associated 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 licensed Trademark, pursuant to the terms of each such 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, pursuant to the terms of each such 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 page intentionally left blank]

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

THE HYGENIC CORPORATION,
a Delaware corporation

By: Niels E. Lichti
Name: NIELS E. LICHTI
Title: VICE PRESIDENT - FINANCE

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: Bam N. Shear
Name: Bam N. Shear
Title: President

Trademark Security Agreement

RECORDED: 02/09/2004

TRADEMARK
REEL: 002910 FRAME: 0740