

Form FTO-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):**

Parkmount, Inc.

- Individual(s)
- General Partnership
- Corporation Delaware
- Other \_\_\_\_\_

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

**2. Name and address of receiving party(ies)**

Harris Trust and Savings Bank,  
Name: as administrative 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: October 12, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

349,164	836,718
510,231	623,671
875,488	369,557

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:**

6

**7. Total fee (37 CFR 3.41) \$** 165.00

- Enclosed
- Authorized to be charged to deposit account

**8. Deposit account number:**

50-0305

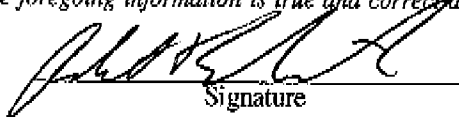
(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1568963

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

October 13, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 4

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

CH \$165.00 600305 0349164

### TRADEMARK COLLATERAL AGREEMENT

This 12th day of October, 2004, Parkmount, Inc., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 103 Springer Building, Wilmington, Delaware 19810, 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 Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement as hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB and any assignee or assignees from HTSB acting in such capacity being hereinafter referred to as the "*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 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 Debtor 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 injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and Secured Party (such Security Agreement as the same may be amended, modified, supplemented or restated from time to time hereinafter referred to as 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, and trademark applications 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.

PARKMOUNT, INC.

By  
Name *Anthony J. Jaramero*  
Title VICE-PRESIDENT

HARRIS TRUST AND SAVINGS BANK, as Agent

By  
Name *Stephanie J. Slavkin*  
**STEPHANIE J. SLAVKIN**  
Title VICE PRESIDENT

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

Trademarks	Registration Number	Issue Date
Water-Boy	349,164	8/24/37
Auto-Vent	510,231	5/31/49
Jacobus	875,488	8/26/69
KE-MASTER	836,718	10/10/67
Mailed Fist & Key	623,671	3/20/56
Maid-O-Mist	369,557	8/1/39