

5/20/04

Tab settings



102749928

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

1. Name of conveying party(ies):
Key Essentials, Inc.

- ☐ 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: May 13, 2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent
Internal Address:

Street Address: 311 South Wacker Drive, Suite 4400

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 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 trademark

A. Trademark Application No.(s)
See Attached Schedule I

B. Trademark Registration

See Attached Schedule I

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 Stat IL ZIP 60661

6. Total number of applications and registrations

6

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

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

5/21/2004 ECOOPER 00000020 2234318

DO NOT USE THIS SPACE

FC:8521

40.00 OP

FC:8522

125.00 OP

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.

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

05/18/04

Date

Total number of pages including cover sheet, attachments, and

6

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

TRADEMARK
REEL: 002971 FRAME: 0175

**KEY
Schedule I
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
LIGHTHOUSE FOOD AND BEVERAGE	R/N 2,234,318	March 23, 1999

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>S/N</u>	<u>APPL. DATE</u>
GOURMET COOLERS (& Design)	S/N 76/584,483 Basis: 1(b) (Intent-to-Use)	March 31, 2004
MYSTIC	S/N 76/475,742 Basis: 1(b) (Intent-to-Use)	December 16, 2002
SIP OF HOPE	S/N 76/572,617 Basis: 1(b) (Intent-to-Use)	January 23, 2004
TRADE BREEZE	S/N 76/525,979 Basis: 1(b) (Intent-to-Use)	June 26, 2003
TRADE SEAS	S/N 76/525,978 Basis: 1(b) (Intent-to-Use)	June 26, 2003

FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>S/N</u>	<u>APPL. DATE</u>
SIP OF HOPE	1210810	March 18, 2004
MYSTIC	S/N 1,199,290	December 9, 2003

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 13, 2004, is between **KEY ESSENTIALS, INC.**, a Delaware corporation (the "**Grantor**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "**Grantee**") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

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

WHEREAS, Grantor and certain of its Affiliates (the "**Borrowers**"), have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrowers, 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, and the other Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Borrower Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Grantee and the other "**Debtors**" party thereto, Grantor has granted to Grantee for the benefit of Agent and Lenders 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 I 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 I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule I 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 page intentionally left blank; signature page follows.]

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

KEY ESSENTIALS, INC.,
a Delaware corporation

By: Richard Green Jr.
Name: Richard Green, Jr.
Title: VP/COO

**KEY
Schedule I
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
LIGHTHOUSE FOOD AND BEVERAGE	R/N 2,234,318	March 23, 1999

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>S/N</u>	<u>APPL. DATE</u>
GOURMET COOLERS (& Design)	S/N 76/584,483 Basis: 1(b) (Intent-to-Use)	March 31, 2004
MYSTIC	S/N 76/475,742 Basis: 1(b) (Intent-to-Use)	December 16, 2002
SIP OF HOPE	S/N 76/572,617 Basis: 1(b) (Intent-to-Use)	January 23, 2004
TRADE BREEZE	S/N 76/525,979 Basis: 1(b) (Intent-to-Use)	June 26, 2003
TRADE SEAS	S/N 76/525,978 Basis: 1(b) (Intent-to-Use)	June 26, 2003

FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>S/N</u>	<u>APPL. DATE</u>
SIP OF HOPE	1210810	March 18, 2004
MYSTIC	S/N 1,199,290	December 9, 2003

TRADEMARK LICENSES

None.

PRV_Nautic FFG KEYTrademark Sec Agt Schedules.DOC/RBAUTE

RECORDED: 05/20/2004

TRADEMARK
REEL: 002971 FRAME: 0180