

11-15-2004

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To the Director of the U. S. Patent and

102803687

Documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Tucker-Rocky Corporation, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) October 29, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Agent

Internal

Address: _____

Street Address: 231 S. LaSalle Street

City: Chicago

State: IL

Country: USA

Zip: 60697

- ☒ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/573668 76/524607
76/592443 76/119395

B. Trademark Registration No.(s)

2,848,958 2,722,100 2,882,590

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristin Brozovic

Internal Address: c/o Latham & Watkins LLP

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-6541

Fax Number: 312/993-9767

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ DP
Expiration Date _____ 40.00 DP 150.00 DP 120.00

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Kristin Brozovic
Signature

November 11, 2004

Date

Kristin Brozovic

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/15/2004 ECOMPER 00000064 75573668
01 FC:8521
02 FC:8522
03 FC:8523

TRADEMARK
REEL: 002975 FRAME: 0345

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2004, made by Tucker-Rocky Corporation, Inc., a Delaware corporation ("Grantor") to the AGREEMENT (TRADEMARK), dated as of February 15, 2001 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by Grantor in favor of Bank of America, N.A., as agent (the "Agent"). All capitalized terms not defined herein shall have the collective meanings ascribed to them in the Credit Agreement described below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of February 15, 2001 by and among Grantor, the other Persons signatory thereto from time to time as Loan Parties, Agent, and Lenders (including all annexes, exhibits and schedules thereto and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, Grantor, the other Persons signatory thereto as Grantors (as defined therein) and the Agent are parties to that certain Security Agreement dated as of February 15, 2001 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor has acquired the Trademarks set forth on Schedule 1 hereto and desires, pursuant to Section 18 of the Security Agreement, to grant to the Agent, on behalf of the Lenders, a continuing first priority security interest in such Trademarks.

NOW, THEREFORE, IT IS AGREED:

1. Addition to Schedule of Trademark Security Agreement. The information set forth on Schedule 1 is hereby added to Attachment 1 of the Trademark Security Agreement. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the Trademarks and Trademark licenses referred to on Schedule 1 hereto, all reissues, continuations or extensions thereof and all products and proceeds thereof, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any such Trademark or any such Trademark licensed under any such Trademark license.

2. Counterparts. This supplement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same document.

3. Governing Law. This supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

TUCKER-ROCKY CORPORATION, INC., as
Grantor

By: 

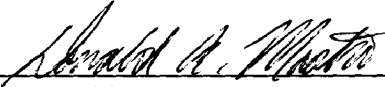
Name: ANDRE B. LACY *h*

Title: PRESIDENT

[Signature Page to Supplement to Trademark Security Agreement]







ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, as Agent






By: 
Name: Donald A. Mastro
Title: Vice President














[Signature Page to Supplement to Trademark Security Agreement]

Tucker-Rocky Corporation, Inc. - Trademarks

COUNTRY	MARK	REG. NO./SERIAL NO.
United States		76/573668
United States		76/592443
United States		76/524607
United States		2,848,958
United States	POSIFLEX	78/119395
United States		2,722,100
United States		2,882,590

FOREIGN APPLICATIONS/REGISTRATIONS

COUNTRY	MARK	REG. NO./SERIAL NO.
Argentina		2509064
Argentina		2509065
Australia		986866
Brazil		826714676
Brazil		826714684

COUNTRY	MARK	REG. NO./SERIAL NO.
Brazil		826714714
Canada		1204731
Chile		652107
European Community		3642832
Mexico		654101
Mexico		654102
New Zealand		711335
South Africa		2004106238
South Africa		2004106239
Venezuela		6166-2004
Venezuela		6167-2004
Canada		1138523
European Community		975,805

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CH726356.1

RECORDED: 11/12/2004

TRADEMARK
REEL: 002975 FRAME: 0350