

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
The Worden Company

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

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

2. Name and address of receiving party(ies)  
Name: First Business Capital Corp.  
Internal Address: \_\_\_\_\_  
Street Address: 401 Charmany Drive  
City: Madison State: WI Zip: 53719

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State WI  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Notice of Trademark Security Agreement

Execution Date: 10/26/2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) see attached schedule

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brian G. Gilpin  
Internal Address: Godfrey & Kahn, S.C.  
\_\_\_\_\_

Street Address: 780 N. Water Street  
\_\_\_\_\_

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
07-1509

**DO NOT USE THIS SPACE**

9. Signature.  
Brian G. Gilpin      Brian G. Gilpin      Dec. 9, 2004  
 Name of Person Signing      Signature      Date



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

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

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### SCHEDULE OF TRADEMARKS

#### UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
	1,867,660	12/13/1994
PIN-FAST	1,806,752	11/23/1993
BENTON	1,753,448	02/16/1993
THE TEMPUS COLLECTION	1,705,029	08/04/1992
O.P.A.C.	1,819,584	02/01/1994
CLASSIS	1,518,929	01/03/1989
DIAMETRON	1,508,176	10/11/1988
ACADEMY	1,452,187	08/11/1987
	1,366,712	10/22/1985

**NOTICE OF TRADEMARK SECURITY AGREEMENT**  
(FOR RECORDATION PURPOSES)

This Notice of Trademark Security Agreement, dated as of October 26, 2004, is made by and between THE WORDEN COMPANY, a Michigan corporation whose address and principal place of business is 199 East 17<sup>th</sup> Street, Holland, Michigan 49423 (the "Debtor"), and FIRST BUSINESS CAPITAL CORP, a Wisconsin corporation whose address and principal place of business is 401 Charmany Drive, Madison, Wisconsin 53719 (the "Secured Party").

R E C I T A L S:

The Debtor and the Secured Party have entered into a Loan and Security Agreement dated as of October 26, 2004 (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Loan Agreement or otherwise, the Secured Party has required the execution and delivery of a Patent and Trademark Security Agreement by the Debtor.

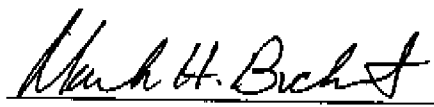
ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement, the Trademark Security Agreement, and herein, the parties hereby agree as follows:


Debtor has granted a security interest in favor of the Secured Party in and with respect to the entire right, title, and interest of Debtor in the trademarks identified in the attached schedule (the "Trademarks"), together with the goodwill of the business symbolized by said Trademarks.

IN WITNESS WHEREOF, the parties have executed this Notice of Trademark Security Agreement as of the date written above.

FIRST BUSINESS CAPITAL CORP.


THE WORDEN COMPANY

By:   
Mark H. Buchert, Account Executive Officer

By:   
William B. Hendrick, President and CEO

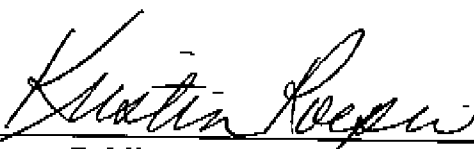
STATE OF WISCONSIN )  
 )  
COUNTY OF MILWAUKEE )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2004, by William B. Hendrick, the President and CEO of The Worden Company, a Michigan corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public  
My commission is permanent

STATE OF WISCONSIN )  
 )  
COUNTY OF MILWAUKEE )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2004, by Mark H. Buchert, Account Executive Officer of First Business Capital Corp., a Wisconsin corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public  
My commission is permanent

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