

6/25/04

07-02-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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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):

REEVES BROTHERS, INC.

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

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

3. Nature of conveyance:

- Assignment (Supplemental)
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 5/4/04

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: as Agent

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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 registration number(s):

A. Trademark Application No.(s) _____
2,612,555

B. Trademark Registration No.(s) _____
None.

Additional number(s) attached Yes No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, N.E.
Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter

Name of Person Signing

Donna J. Hunter
Signature

June 25, 2004

Date

Total number of pages including cover sheet, attachments, and document: 6

06/29/2004 6TDW11 00000030 2612555

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40.00 DP

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

TRADEMARK
REEL: 003001 FRAME: 0767

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (the "Agreement"), is made as of the 4th day of May, 2004, between **REEVES BROTHERS, INC.**, a Delaware corporation ("Grantor") in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, in its capacity as agent ("Agent") for itself and Lenders (as defined in the Trademark Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of November 6, 1997 (the "Trademark Agreement"); and

WHEREAS, in connection therewith, Grantor and Agent desire to supplement the Trademark Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Agreement, and further agree as follows:

1. Grant of Security Interest In Trademark Collateral. 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 following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademark and Trademark Licenses to which it is a party including those referred to on Supplement to Schedule I attached hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by each Trademark and each Trademark License referred to on Supplement to Schedule I attached hereto;
 - (d) all products and Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark referred to on Supplement to Schedule I attached hereto or Trademark licensed under any Trademark License referred to on Supplement to Schedule I attached hereto or (ii) injury to the goodwill associated with any Trademark referred to on Supplement to Schedule I attached hereto or any Trademark licensed under any Trademark License referred to on Supplement to Schedule I attached hereto.

2. Amendment to Schedule 1 of Trademark Agreement. Schedule 1 of the Trademark Agreement is hereby supplemented by the Supplement to Schedule 1 attached hereto and incorporated herein by reference.
3. Incorporation of the Trademark Agreement. The Trademark Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
4. Counterparts/Telecopy Signature. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart thereof.

[Remainder of this page intentionally left blank]

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

REEVES BROTHERS, INC.

By:

Name: GLEN HUSSMANN

Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name: _____

Its Duly Authorized Signatory

ACKNOWLEDGEMENT OF GRANTOR

STATE OF SOUTH CAROLINA)

) ss.

COUNTY OF SPARTANBURG)

On this 28th day of MAY, 2004 before me personally appeared GLEN HUSSMANN, proved to me on the basis of satisfactory evidence to be the person who executed this foregoing instrument on behalf of REEVES BROTHERS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michael E. Chandler

Notary Public

My Commission Expires February 17, 2008


{seal}

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

REEVES BROTHERS, INC.

By: _____
Name: _____
Title: _____

**ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent**

By: 
Name: James R Peric
Its Duly Authorized Signatory

ACKNOWLEDGEMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, _____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed this foregoing instrument on behalf of REEVES BROTHERS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Notary Public

SUPPLEMENT TO SCHEDULE 1

Trademark Registrations, Applications and Licenses

MARK	REG/APP. NO.	COUNTRY
LLOYD	2612555	United States of America