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07-19-2004

Form PTO-1594

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102793160

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):

Best: Artex LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware Limited Liability Company

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

3. Nature of conveyance:

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

Execution Date: IP Security Agr. dated 6/25/04

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address:

Street Address: 201 Merritt 7

City: Norwalk State: CT Zip: 06856

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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) N/A

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

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

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky &
Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 3.41).....\$ 790.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Marianne F. Taras

Name of Person Signing

Marianne F. Taras
Signature

7/13/04
Date

Total number of pages including cover sheet, attachments, and document: 19

07/19/2004 LHMILLER 00000166 1732320

01 FC:8521
02 FC:8522

40.00 OP
750.00 OP

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

TRADEMARK
REEL: 003008 FRAME: 0830

<u>Additional Conveying Parties</u>		<u>State</u>
2.	Best Manufacturing Group LLC	LLC - Delaware
3.	H. W. Baker Linen Co. LLC	LLC - Delaware

CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**TRADEMARK REGISTRATIONS**

U.S. Patent and Trademark Office	ARTEX COLOR-GUARD	Best: Artex LLC	1,732,320	11/17/1992
U.S. Patent and Trademark Office	GENIE SYSTEM	Best: Artex LLC	1,641,741	4/16/1991
U.S. Patent and Trademark Office	CAROUSEL	Best: Artex LLC	1,839,979	6/14/1994
U.S. Patent and Trademark Office	ARTXTURA	Best: Artex LLC	1,884,313	3/14/1995
U.S. Patent and Trademark Office	ALLIANCE	Best: Artex LLC	1,905,024	7/11/1995
U.S. Patent and Trademark Office	ARTEX	Best: Artex LLC	1,940,936	12/12/1995
U.S. Patent and Trademark Office	ARTEX	Best: Artex LLC	653,468	10/22/1957
U.S. Patent and Trademark Office	ASCOT DAMASK BY ARTEX STYLIZED	Best: Artex LLC	1,239,503	5/24/1983
U.S. Patent and Trademark Office	ALLURA	Best Manufacturing Group LLC	2,439,277	3/27/2001
U.S. Patent and Trademark Office	BESTEX	Best Manufacturing Group LLC	0,429,703	5/13/1947
U.S. Patent and Trademark Office	BETTER YET	Best Manufacturing Group LLC	1,139,639	9/16/1980
U.S. Patent and Trademark Office	FEATHERSOFT	Best Manufacturing Group LLC	2,434,090	3/6/2001
U.S. Patent and Trademark Office	PROSCRUB	Best Manufacturing Group LLC	2,678,619	1/21/2003

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of June 25, 2004 (together with all amendments, if any, from time to time hereto, this "Intellectual Property Security Agreement"), is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (each, a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, Best Manufacturing Group LLC, a Delaware limited liability company ("Best"), H.W. Baker Linen Co. LLC, a Delaware limited liability company ("Baker Linen"), Best Realty of New Jersey LLC, a Delaware limited liability company ("Best Realty"), and Best:Artex LLC, a Delaware limited liability company ("Artex", together with Best, Baker Linen and Best Realty are sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"), the other Credit Parties signatory thereto, the Lenders signatory thereto, and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, each of the Grantors (other than Best) is a direct or indirect Subsidiary or affiliate of Best; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrowers under the Credit Agreement, and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein (including the recitals hereof) have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Credit Parties now or hereafter existing from time to time (herein, the "Secured Obligations"), each Grantor hereby assigns and pledges and grants to Agent, for the benefit of Agent and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of the Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of the Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of the Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

The foregoing grant of a security interest by any Grantor shall not include any Licenses if and to the extent that (i) the terms of any such License prohibit assignment or encumbrance thereof, unless a consent or waiver to such assignment or encumbrance is obtained, and (ii) the term prohibiting such assignment or encumbrance is effective as a matter of law; provided that the foregoing exclusions shall not apply with respect to any such rights or interests once any such applicable provision is no longer in effect, and provided further that such Grantor shall use its best commercially reasonable efforts to obtain any and all consents and/or waivers necessary for the granting of a security interest in each such License to Agent.

3. **REPRESENTATIONS AND WARRANTIES.** Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office together with payment of the appropriate filing fees, perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, together with payment of the appropriate filing fees, all actions necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **COVENANTS.** Each Grantor jointly and severally covenants and agrees with Agent, on behalf of Agent and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United

States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's, on behalf of Agent and Lenders, Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions reasonably necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take all such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Agent may otherwise request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice,

demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.


8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall include Best, Baker Linen, Artex, Best Realty and the Domestic Subsidiaries of Best and any other Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional US Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

[SIGNATURE PAGE FOLLOWS]

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

**BEST MANUFACTURING GROUP LLC
H.W. BAKER LINEN CO. LLC
BEST:ARTEX LLC
BEST REALTY OF NEW JERSEY LLC
H.W. BAKER U.S., INC.**

By: 
Name: Scott Korman
Title: Chairman

ACCEPTED and ACKNOWLEDGED by:

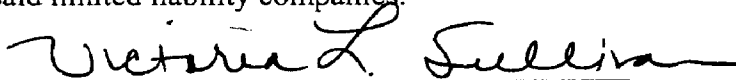
**GENERAL ELECTRIC
CAPITAL CORPORATION, as
Agent**

By: 
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF CONNECTICUT)
) ss. Fairfield
COUNTY OF FAIRFIELD)

On this 24th day of June, 2004 before me personally appeared Scott Korman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BEST MANUFACTURING GROUP LLC, H.W. BAKER LINEN CO. LLC, BEST:ARTEX LLC and BEST REALTY OF NEW JERSEY LLC who being by me duly sworn did depose and say that he is an authorized signatory of said limited liability companies, that the said instrument was signed on behalf of said limited liability companies as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability companies.


Notary Public


{seal}

VICTORIA L. SULLIVAN
A Notary Public of Connecticut
My Commission Expires 11/30/2005

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss. Fairfield

On this 24th day of June, 2004 before me personally appeared Scott Korman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of H.W. BAKER U.S., 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.



Notary Public

VICTORIA L. SULLIVAN
A Notary Public of Connecticut
My Commission Expires 11/30/2005

{seal}

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Date</u>
Canadian Intellectual Property Office	ARTEX	Best:Artex LLC	TMA568,218	9/30/2002
U.S. Patent and Trademark Office	ARTEX COLOR-GUARD	Best:Artex LLC	1,732,320	11/17/1992
U.S. Patent and Trademark Office	GENIE SYSTEM	Best:Artex LLC	1,641,741	4/16/1991
U.S. Patent and Trademark Office	CAROUSEL	Best:Artex LLC	1,839,979	6/14/1994
U.S. Patent and Trademark Office	ARTXTURA	Best:Artex LLC	1,884,313	3/14/1995
U.S. Patent and Trademark Office	ALLIANCE	Best:Artex LLC	1,905,024	7/11/1995
U.S. Patent and Trademark Office	ARTEX	Best:Artex LLC	1,940,936	12/12/1995
U.S. Patent and Trademark Office	ARTEX	Best:Artex LLC	653,468	10/22/1957
U.S. Patent and Trademark Office	ASCOT DAMASK BY ARTEX STYLIZED	Best:Artex LLC	1,239,503	5/24/1983
U.S. Patent and Trademark Office	ALLURA	Best Manufacturing Group LLC	2,439,277	3/27/2001

U.S. Patent and Trademark Office	BESTEX	Best Manufacturing Group LLC	0,429,703	5/13/1947
U.S. Patent and Trademark Office	BETTER YET	Best Manufacturing Group LLC	1,139,639	9/16/1980
U.S. Patent and Trademark Office	FEATHERSOFT	Best Manufacturing Group LLC	2,434,090	3/6/2001
U.S. Patent and Trademark Office	PROSCRUB	Best Manufacturing Group LLC	2,678,619	1/21/2003
U.S. Patent and Trademark Office	REGENCY	Best Manufacturing Group LLC	1,936,290	11/21/1995
U.S. Patent and Trademark Office	RIB RUB	Best Manufacturing Group LLC	1,974,098	5/14/1996
U.S. Patent and Trademark Office	SUSSEX	Best Manufacturing Group LLC	1,512,750	11/15/1988
U.S. Patent and Trademark Office	V.I.P.	Best Manufacturing Group LLC	1,512,752	11/15/1988
Canadian Intellectual Property Office	CORONATION	H.W. Baker Linen Co. LLC	TMA562,666	5/28/2002
Canadian Intellectual Property Office	DWIGHT ANCHOR	H.W. Baker Linen Co. LLC	TMA562,665	5/28/2002
Canadian Intellectual Property Office	EVERGREEN	H.W. Baker Linen Co. LLC	TMA562,664	5/28/2002
Canadian Intellectual Property Office	ROYAL ESSENCE	H.W. Baker Linen Co. LLC	593,151	10/27/2003
Canadian	SAMPSON	H.W. Baker Linen Co.	TMA567,804	9/20/2002

Intellectual Property Office		LLC		
Canadian Intellectual Property Office	SANDOW	H.W. Baker Linen Co. LLC	TMA562,663	5/28/2002
U.S. Patent and Trademark Office	CLASSIC	H.W. Baker Linen Co. LLC	1,377,260	1/7/1986
U.S. Patent and Trademark Office	CORONATION	H.W. Baker Linen Co. LLC	2,224,540	2/16/1999
U.S. Patent and Trademark Office	DRY-TEX	H.W. Baker Linen Co. LLC	191,130	11/4/1924
U.S. Patent and Trademark Office	DWIGHT ANCHOR	H.W. Baker Linen Co. LLC	2,509,078	11/20/2001
U.S. Patent and Trademark Office	DWIGHT ANCHOR DUAL-FINISH	H.W. Baker Linen Co. LLC	951,427	1/23/1973
U.S. Patent and Trademark Office	EVERGREEN	H.W. Baker Linen Co. LLC	1,346,283	7/2/1985
U.S. Patent and Trademark Office	THE HOSPITALITY DEPOT	H.W. Baker Linen Co. LLC	2,636,715	10/15/2002
U.S. Patent and Trademark Office	INDULGENCE	H.W. Baker Linen Co. LLC	2,251,629	6/8/1999
U.S. Patent and Trademark Office	ROYAL ESSENCE	H.W. Baker Linen Co. LLC	1,354,161	8/13/1985
U.S. Patent and Trademark Office	SAMPSON	H.W. Baker Linen Co. LLC	129,325	2/17/1920
U.S. Patent and Trademark Office	SANDOW	H.W. Baker Linen Co. LLC	510,990	6/14/1949

U.S. Patent and Trademark Office	SUPER DRYTEX	H.W. Baker Linen Co. LLC	2,492,209	9/25/2001
U.S. Patent and Trademark Office	THE HOSPITALITY DEPOT	H.W. Baker Linen Co. LLC	2,839,914	5/11/2004
U.S. Patent and Trademark Office	TRUE ESSENCE	H.W. Baker Linen Co. LLC	2,516,600	12/11/2001

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Owner</u>	<u>Application No.</u>	<u>Date</u>
Canadian Intellectual Property Office	THE HOSPITALITY DEPOT	H.W. Baker Linen Co. LLC	TMA No. 1,184,382	7/15/2003

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Distinguished Restaurants of North America	Letter Agreement from Distinguished Restaurants of North America to Artex International, Inc. to use the logo called "The DiRONA Collection"	2/11/1999	Distinguished Restaurants of North American and Best: Artex LLC, assignee of Artex International, Inc.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

EXHIBIT A

**COUNTERPART TO US INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of June [___], 2004 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Best, Baker Linen, Artex, Best Realty and their Domestic Subsidiaries and any other US Credit Parties (other than Baker Canada) signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title: