

07-26-2004



COVER SHEET
ONLY

U.S. DEPARTMENT OF
Patent and Trademark

1/26/04

Tab settings

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce
102798818

See attached original documents or copy thereof.

1. Name of conveying party(ies):
ACMI CORPORATION

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

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

3. Nature of conveyance:

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

July 15, 2004

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address:

Street Address : 311 South Wacker Dr., Suite 4400

City: Chicago State: IL 60606

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation State DE

☐ Other

If assignee is not domiciled in the United States, a 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)
- NONE -

B. Trademark Registration
2,835,498

Additional numbers attached? NO

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

Name: Rebecca L. Ramstrom

Internal Address: 18th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 1

7. Total fee (37 CFR) \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

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

07/27/2004 LNUELLER 00000027 2835498

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40.00 00

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 of the original document.

Rebecca L. Ramstrom

Name of Person

Rebecca L. Ramstrom

Signature

07/20/04

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 SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2004, is between **ACMI CORPORATION**, a Delaware corporation ("Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, "Grantee") for the benefit of itself, the Lenders and the Swap Counterparties (as defined in the Credit Agreement defined below).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of December 19, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as agent and as lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., as Documentation Agent and as a Lender, Harris Trust and Savings Bank, as Syndication Agent and as a Lender, and such other Lenders who from time to time are parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by the Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of December 19, 2003 (as the same has been amended pursuant to that certain First Amendment to Security Agreement dated as of April 20, 2004 and that certain Second Amendment to Security Agreement dated as of even date herewith and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Agent, Lenders and the Swap Counterparties 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 1 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 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 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 this page intentionally left blank;
signature page follows]**

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

GRANTOR:

ACMI CORPORATION, a Delaware corporation,
as Grantor

By: _____

Name: David J. Pierce

Title: Treasurer

GRANTEE:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent for the benefit of
Agent, Lenders and the Swap Counterparties

By: _____

Title: _____ Director

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

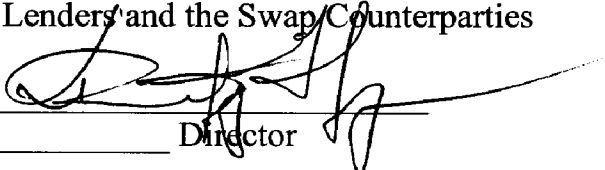
GRANTOR:

ACMI CORPORATION, a Delaware corporation,
as Grantor

By: _____
Name: _____
Title: _____

GRANTEE:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent for the benefit of
Agent, Lenders and the Swap Counterparties

By:  _____
Title: _____ Director

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>Mark:</u>	<u>Registration Number:</u>	<u>Registration Date:</u>
AQUATHERM	2,835,498	April 20, 2004

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark:</u>	<u>Country:</u>	<u>Registration Number:</u>	<u>Registration Date:</u>
ACMI	China	3,306,894	February 28, 2004
SUR-CATCH	CTM	002977437	February 6, 2004

U.S. TRADEMARK APPLICATIONS

<u>Mark:</u>	<u>Application Number:</u>	<u>Application Date:</u>

FOREIGN TRADEMARK APPLICATIONS

<u>Mark:</u>	<u>Country:</u>	<u>Application Number:</u>	<u>Application Date:</u>
DCN	Brazil	826,316,859	March 17, 2004
DCN	Canada	1,210,215	March 13, 2004
DCN	CTM	003,697,323	March 15, 2004

TRADEMARK LICENSES

<u>Name of Agreement:</u>	<u>Parties:</u>	<u>Date of Agreement:</u>