

08-17-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/200

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

B-16-04

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

Teepak Properties, LLC

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

Citizenship (see guidelines) _____

Execution Date(s) 7/30/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Harris Trust and Savings Bank

Internal _____

Address: _____

Street Address: 111 West Monroe Street

City: Chicago

State: IL

Country: USA Zip: 60603

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship IL
- 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) _____

B. Trademark Registration No.(s) _____

See Schedule A-1 attached to the
TRADEMARK COLLATERAL AGREEMENT

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: _____

Internal Address: _____

Street Federal Research Company, LLC
1030 15th Street, NW, Suite 920
City: Washington, DC 20005

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Tammie Fisher BT Aug 11, 04
Signature Date

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

08/17/2004 LNUELLER 00000014 577647

01 FC:8521 40.00 OP
02 FC:8522 250.00 OP

TRADEMARK
REEL: 003026 FRAME: 0926

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
CMVP	577,647	7/21/1953
FASERIN	1,076,425	11/1/1977
RAPID PEEL	1,309,024	12/11/1984
REDI-REEL	1,301,692	10/23/1984
REEL-PAK	1,325,458	3/19/1995
RP	973,148	11/20/1993
RTU	2,748,819	8/5/2003
TEEPAK	1,312,328	1/1/1985
TEEPAK (stylized)	1,436,411	4/14/1987
T-SIZER	1,459,850	10/6/1987
WIENIE-PAK	547,415	9/4/2001

PENDING FEDERAL TRADEMARK APPLICATIONS

None.

COMMON LAW MARKS AND TRADE NAMES

None.

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.

TRADEMARK COLLATERAL AGREEMENT

This 30th day of July, 2004, Teepak Properties, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 1011 Warrenville Road, Suite 255, Lisle, Illinois 60532-0909, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns, as agent ("*Secured Party*"), and grants to Secured Party for the benefit of the Secured Creditors (as defined in the Security Agreement defined below) a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

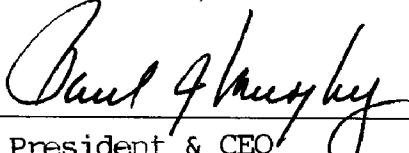
to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith by and among Debtor, Teepak Holdings, LLC and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TEEPAK PROPERTIES, LLC

By 
Its President & CEO

Paul Murphy
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By _____
Its _____

(Type or Print Name)

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TEEPAK PROPERTIES, LLC

By _____
Its _____

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By Philip Langheim
Its Vice President

Philip Langheim
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Doris J. Veley a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul Murphy, President + CEO of Teepak Properties, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President + CEO and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

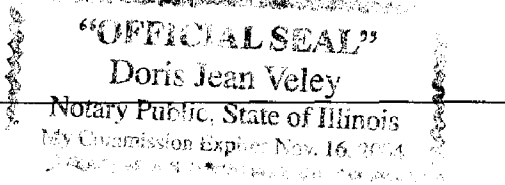
Given under my hand and notarial seal, this 30th day of July, 2004.

(NOTARIAL SEAL)

Doris J. Veley
Notary Public

Doris J. Veley
(Type or Print Name)

My Commission Expires:



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Doris J. Veley a Notary Public in and for said County, in the State aforesaid, do hereby certify that Philip Langheim, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of July, 2004.

(NOTARIAL SEAL)

Doris J. Veley
Notary Public

My Commission Expires:

Doris J. Veley
(Type or Print Name)

