

09-22-2004

Form PTO-1594

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Tab settings → → → ▼

RE



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U.S. DEPARTMENT OF COMMERCE
U.S. 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):

MW Manufacturers, Inc. and Napco, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 08/27/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,

Internal
Address: as Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ 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) 78/386,833 & add'l
numbers on Schedule I attached heretoB. Trademark Registration No.(s) 2,777,696 & add'l
numbers on Schedule I attached heretoAdditional number(s) attached ☒ Yes ☐ No

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

Name: Luis Rodriguez

Internal Address:

Corporation Service Company
 1133 Avenue of the Americas
 Suite 3100
 New York, NY 10036

City: State: Zip:

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41).....\$ 565⁰⁰

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Name of Person Signing

Maureen P. Murphy

Signature

08/27/2004

Date

Total number of pages including cover sheet, attachments, and document: 8

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

09/21/2004 MGETACHE 00000097 75306833

01 FC:8521
02 FC:852240.00 OP
525.00 OP

09-08-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #11

TRADEMARK
 REEL: 003048 FRAME: 0605

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
MW Manufacturers, Inc.	2,777,696	FREEDOM
MW Manufacturers, Inc.	1,865,281	JEFFERSON
MW Manufacturers, Inc.	1,865,280	JEFFERSON and Design
MW Manufacturers, Inc.	1,543,547	MIMS & THOMAS
MW Manufacturers, Inc.	1,542,227	MW
MW Manufacturers, Inc.	2,367,605	MW and Design
MW Manufacturers, Inc.	2,135,164	RENO
MW Manufacturers, Inc.	1,548,316	FREEDOM WINDOW
MW Manufacturers, Inc.	1,540,495	TWINSEAL
MW Manufacturers, Inc.	2,362,669	ULTRATILT
MW Manufacturers, Inc.	2,718,016	UNITY
MW Manufacturers, Inc.	2,018,918	V-WOOD

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Napco, Inc.	78/386,833	AMERICAN SPLENDOR
Napco, Inc.	78/403,482	DURAPRO
MW Manufacturers, Inc.	78/314,884	MW CLASSIC
MW Manufacturers, Inc.	78/314,883	MW PRO
MW Manufacturers, Inc.	76/553,369	PATRIOT
MW Manufacturers, Inc.	78/314,885	SMART CHOICES- SUPERIOR SERVICE

OWNER	APPLICATION NUMBER	TRADEMARK
MW Manufacturers, Inc.	78/314,886	THE SMART CHOICE
MW Manufacturers, Inc.	78/315,621	TWINSEAL
MW Manufacturers, Inc.	78/329,891	TWINSEAL
MW Manufacturers, Inc.	78/436,242	MW HERITAGE

Trademark U.S. Security Agreement

Trademark U.S. Security Agreement, dated as of August 27, 2004, by each Guarantor listed on Schedule II hereto ("Pledgors") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a U.S. Security Agreement, dated as of February 12, 2004 (the "U.S. Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark U.S. Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark U.S. Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark U.S. Security Agreement is

deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark U.S. Security Agreement.

[signature page follows]

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

Very truly yours,

NAPCO, INC.

MW MANUFACTURERS INC.

By: 

Name: Shawn K. Poe

Title: Vice President, Treasurer and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Wilfred V. Saint
Title: Director
Banking Products
Services, US

By: 
Name: Juan Zuniga
Title: Associate Director
Banking Products Services, US

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MW Manufacturers, Inc.	78/329,891	TWINSEAL
MW Manufacturers, Inc.	78/436,242	MW HERITAGE

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
Napco, Inc.	303 West Major, Kearney, MO
MW Manufacturers, Inc.	433 North Main Street, Rocky Mount, VA