

10-18-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



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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.

<p>1. Name of conveying party(ies): Jacob Ash Holdings, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Michigan <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: The Huntington National Bank Internal Address: Commercial Lending Department Street Address: 41 South High Street City: Columbus State: OH Zip: 43215</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other National Banking Association</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: September ____, 2004</p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,320,500 2,283,107 1,630,134 1,581,630 1,292,970, 1,555,849</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

OFFICE OF PUBLIC RECORDS

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Marie A. Malloy, Esq. Internal Address: _____ Schottenstein Zox & Dunn Co., L.P.A. Street Address: 250 West Street, Suite 600 City: Columbus State: Ohio Zip: 43215</p>	<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41).....\$ 165.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

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 copy of the original document.

The Huntington National Bank
Mark A. Koscielski, as Vice President
Name of Person Signing *Mark Koscielski* Signature **September 30, 2004** Date

Total number of pages including cover sheet, attachments, and document: **2**

10/15/2004 DBYRNE 00000043 2320590

01 FC:8521
02 FC:8522

40.00 DP
125.00 DP

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

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Jacob Ash Holdings, Inc., a corporation formed under the laws of Michigan, located at 40 Pearl St. NW, Suite 1040, Grand Rapids MI 49503 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower and The Huntington National Bank, a national banking association ("Bank") have entered into a certain Amended and Restated Revolving Credit Agreement dated of even date herewith ("Credit Agreement") and a certain Trademark Collateral Security Agreement dated of even date herewith (the "Agreement"); said Credit Agreement and Loan Agreement, as each may be amended, modified, restated or supplemented from time to time, are referred to herein collectively as the "Agreements"); and

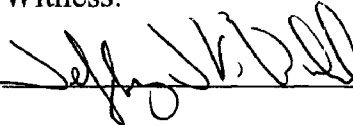
WHEREAS, pursuant to the Agreements, Borrower is granting to Bank a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Borrower does hereby collaterally assign unto Bank and grants to Bank a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations (as defined in the Agreements) and in accordance with the terms and provisions thereof.

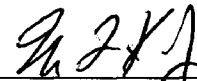
Borrower expressly acknowledges and affirms that the rights and remedies of Bank with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: August 6, 2004

Witness:



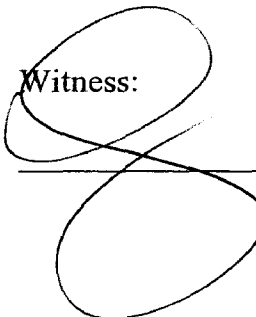
JACOB ASH HOLDINGS, INC.

By: 

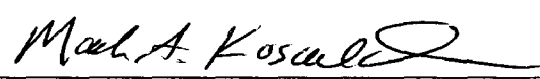
William F. Kaczynski, Jr.

Its: President

Witness:



THE HUNTINGTON NATIONAL BANK,

By: 

Mark A. Koscielski

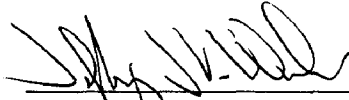
Its: Vice President

[notary acknowledgements contained on next page]

STATE OF Michigan)
)
COUNTY OF Kenosha)

SS:

Before me, the undersigned, on this 6th day of August 2004, before me personally appeared William F. Koszynski, Jr., to me known, who being by me duly sworn, did depose and say he is the President of Jacob Ash Holdings, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation for and on behalf of said corporation.



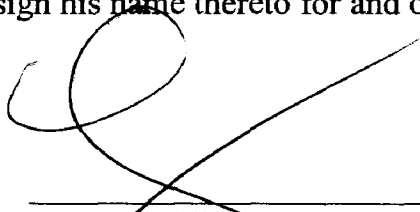
Notary Public

My Commission Expires: 9/3/07

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

SS:

Before me, the undersigned, on this 6th day of August 2004, before me personally appeared Mark A. Koscielski, to me known, and who being by me duly sworn, did depose and say that he is the Vice President of The Huntington National Bank, a national banking association, and that he was authorized to sign his name thereto for and on behalf of said national banking association.



Notary Public

My Commission Expires:



MARIE A. MALLOY
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 6, 2004, by and between JACOB ASH HOLDINGS, INC., and THE HUNTINGTON NATIONAL BANK.

Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
Hot Shot	US	2,320,590
St. Sebastian	US	2,283,107
Insulating Warmth	US	1,630,134
Hand Shield	US	1,581,630
Gripriight	US	1,292,970
Industry-Tough	US	1,555,849

Unregistered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>
RYNO	US	78/257,093
AQUA E4	US	78/434,023
JACOB ASH COMPANY		
J A & DESIGN		