

11-05-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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



REC

102876147

11/4/04

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

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

FFF Enterprises, Inc.  
41093 County Center Drive  
Temecula, CA 92591

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

Citizenship (see guidelines)

Execution Date(s) October 1, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Foothill, Inc., as Agent

Internal

Address:

Street Address: 2450 Colorado Ave., Suite 3000 West

City: Santa Monica

State: California

Country: USA Zip: 90404

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship California
- 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)

2210047

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: Tia A. Broich

Internal Address:

Street Address: Buchalter Nemer Fields & Younger  
601 S. Figueroa Street, Suite 2400

City: Los Angeles

State: California Zip: 90017

Phone Number: (213) 891-5455

Fax Number: (213) 630-5841

Email Address: tbroich@buchalter.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 590.00

- 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 20-0052

Authorized User Name DAVID ALEXANDER

9. Signature:

November 3, 2004

Signature

Date

Tia A. Broich

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

11/05/2004 GTOM11 00000029 200052 2210047  
01 FC:8521 40.00 DA  
02 FC:8522 550.00 DA

TRADEMARK  
REEL: 003072 FRAME: 0946

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
FFF Enterprises, Inc.	United States	Plasamanet	2210047	12/15/98
FFF Enterprises, Inc.	United States	Pearl	2396471	10/17/00
FFF Enterprises, Inc.	United States	API – Albumin Pricing Index	2286006	10/12/99
FFF Enterprises, Inc.	United States	NuFactor	2073752	6/24/97
FFF Enterprises, Inc.	United States	FFF Enterprises Guaranteed Channel Integrity	74815906	Pending
FFF Enterprises, Inc.	United States	Primary Secondary	2012522	10/29/96
FFF Enterprises, Inc.	United States	Pearl Plus	2605842	8/6/02
FFF Enterprises, Inc.	United States	VIP Virtual Inventory Program	1996657	8/27/96
FFF Enterprises, Inc.	United States	Alpine	2285651	10/12/99
FFF Enterprises, Inc.	United States	Latex Plus	78370773	Pending
FFF Enterprises, Inc.	United States	Alpine	2298058	12/7/99
FFF Enterprises, Inc.	United States	Dermahaven	1638986	1/1/91 Renew 3/26/01
FFF Enterprises, Inc.	United States	Yin/Yang	2604100	8/6/02
FFF Enterprises, Inc.	United States	I Give For Kids	1788461	8/17/93 Renew 8/17/03
FFF Enterprises, Inc.	United States	Accelerating Product Availability, From Development to Deliver	2867914	7/27/04
FFF Enterprises, Inc.	United States	Yin/Yang	2604099	8/6/02
FFF Enterprises, Inc.	United States	Always Helping Friends	2012438	10/29/96

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

<b><u>Trademark</u></b>	<b><u>Filing Date</u></b>	<b><u>Serial Number</u></b>
Emerald	2/9/99	75-637,159
Sapphire	12/29/98	75-613,240
IGIV – Immune Globulin Information Vane	3/28/97	75-265,701
NSA – National Supply Alliance	3/28/97	75-265,700
Virtualnet	7/12/96	75-133,373
The Primary Secondary	3/21/94	74-502,305

**Trademark Licenses**

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of October, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of October 1, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among FFF ENTERPRISES, INC., a California corporation, ALPINE GLOVES, INC., a California corporation and NUFACOR, INC., a California corporation (individually and collectively referred to hereinafter as "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated as of October 1, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, 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 "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) 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 Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, 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 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

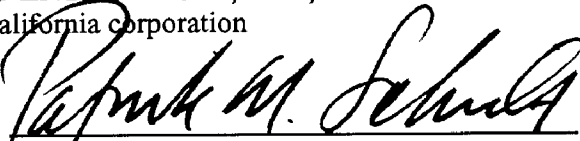
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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

**FFF ENTERPRISES, INC.,**  
a California corporation

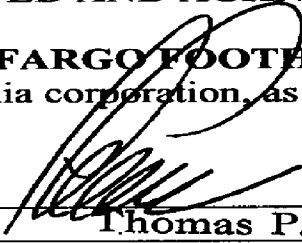
By:



Patrick M. Schmidt, President

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By:   
Name: Thomas P. Shughrue  
Title: Vice President

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FFF Enterprises, Inc.	United States	Latex Plus	78370773	Pending
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