

06-10-2005

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Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

6/9/05

RECC

103018883

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Vans Inc.

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s):

Corrective Cover Sheet  
Execution Date(s) August 18, 2004

- 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: Pullman Bank and Trust  
 Internal  
 Address: Commercial Loan Servicing / attn. G. Shalabi  
 Street Address: 1000 E. 111th St.  
 City: Chicago  
 State: Illinois  
 Country: USA Zip: 60628

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other state chtd bank Citizenship Illinois

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)  
76/558,771

B. Trademark Registration No. (s)  
see attached sheet - Exhibit A

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: Henry B. Merens, Stanley F. Orszula  
 Internal Address: Adelman & Gettleman, Ltd.  
 Street Address: 53 W. Jackson Blvd., Suite 1050  
 City: Chicago  
 State: Illinois Zip: 60604  
 Phone Number: 312.435.1050  
 Fax Number: 312.435.1059  
 Email Address: sfo@ag-ltd.com; hbm@ag-ltd.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$515.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed with previous cover sheet

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

9. Signature:

Ghada Shalabi  
Signature

5/24/05  
Date

Ghada Shalabi  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

CERTIFICATE OF MAILING - I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria VA 22313-1450 on June 9, 2005. Date: 6-9-05

Typed name: Dawn Ternig

VANS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS

Reg. No.	Mark	Reg. Date
1715560	ADVANTAGE and flower design	9/15/92
1395011	ARTIST'S PALETTE and design	5/27/86
2342208	CAPCARD	4/18/00
1823058	CLASSICO GREENS	2/22/94
2383713	DUTCH PETALS	9/5/00
2173399	FLOWERS THAT DAZZLE	7/14/98
2121142	IFC-FLOWERS THAT DAZZLE	12/16/97
1317221	Map design - flowers	1/29/85
1316252	Map design - distributorship services	1/22/85
1890071	PARTNERING FOR QUALITY - flowers	4/18/95
1919774	PARTNERING FOR QUALITY - foam	9/19/95
1919776	VANS and diagonal design	9/19/95
1747124	VANS and flower design	1/19/93
1318110	VANS and stripe design	2/5/85
1919775	VANS INSTANT FLORAL FOAM and design	9/19/95
1633633	VANTASTICKS and design	2/5/91
1631700	VANTICEMENT and design	1/15/91
2559084	WET-PAC	4/9/02
Mexico	AGUA PAC	1/30/98
<del>76/558771</del>	<del>FLORANET</del>	<del>Pending</del>
<del>Mexico</del>	<del>RIO ROSE</del>	<del>Pending</del>
2722759	THE FLOWER COMPANY INTERNATIONAL	6/3/03
3/15/04		
11697594		

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Vans Inc., an Illinois corporation (the "Grantor") with principal offices at 3750 W. 131<sup>st</sup> Street, Alsip, Illinois 60803, hereby grants to Pullman Bank and Trust, a state chartered banking association, with principal offices at 1000 E. 111<sup>th</sup> Street, Chicago, Illinois 60628 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all "proceeds" (as such term is defined in the Security Agreement referred below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and or unfair competition regarding the same and all damages awarded therefrom.

THIS GRANT is made to secure the payment of all the Liabilities of the Grantor, as such term is defined in the Commercial Security Agreement between the Grantor and the Grantee, dated as of April 22, 2004 (as amended from time to time, the "Security Agreement"). Upon the occurrence of 1) the Notes (as defined in the Credit Agreement between the Grantor and the Grantee, dated as of April 22, 2004, as amended from time to time, the "Credit Agreement") having been paid in full, 2) the Credit Facility (as defined in the Credit Agreement) having been terminated, and 3) any other Liabilities having been paid in full, then the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant. Grantor shall be obligated to complete all pending applications and to maintain in force all Marks set forth on the attached schedules until such time as the Notes and Liabilities have been irrevocably paid in full and the Credit Facility has been terminated.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Credit Agreement shall govern, and if no provisions in the Credit Agreement are applicable, then the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
20<sup>th</sup> day of July, 2004.

VANS INC., Grantor

By: Reagan Summers

Its: Treas.

PULLMAN BANK AND TRUST, Grantee

By: Thomas E Hall

Its: Vice President

THE GRANTOR:

VANS, INC.,  
an Illinois corporation



By:  
Title:

STATE OF ILLINOIS        )  
                                  )        SS.  
COUNTY OF Cook        )

I, ROBERTA J. BESSETT, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that GEORGEAN SUMMERS, the TREAS. of VANS INC.,  
personally known to me to be the same person whose name is subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that he signed and delivered  
the said instrument as his free and voluntary act and as the free and voluntary act of said corporation  
for the uses and purposes therein set forth.

Witness my hand and seal this 30 day of July, 2004.

Notary Public

THE GRANTEE:

PULLMAN BANK AND TRUST,  
a state chartered banking association

By:  
Title:

STATE OF ILLINOIS            )  
  )        SS.  
COUNTY OF IL            )

I, Karolyn A. Watkins Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, that Thomas Hall, the VP of  
PULLMAN BANK AND TRUST, personally known to me to be the same person whose name  
is subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that he signed and delivered the said instrument as his free and voluntary act and  
as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Witness my hand and seal this 18 day of August, 2004.

*Karolyn A. Watkins*  
Notary Public

