

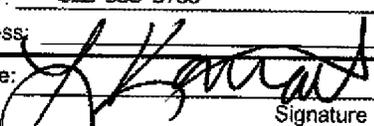
Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY **80034 494**

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): Carlton-Bates Company <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: <u>Arkansas</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>General Electric Capital Corporation,</u> Internal _____ as agent Address: _____ Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>U.S.</u> Zip: <u>60661</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ 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)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>October 1, 2005</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		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) _____ Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-6352</u> Fax Number: <u>312-558-5700</u> Email Address: _____		6. Total number of applications and registrations involved: <u>2</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>65.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
9. Signature:  Laura Konrath Name of Person Signing _____		8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>L.Konrath</u> Date <u>10/17/05</u> Total number of pages including cover sheet, attachments, and document: _____	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 232428 2517095

Continuation Item 4

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TRADEMARKS					
Jurisdiction	Mark	Reg. No. (Ser. No.)	Registered (Filed)	Status	Present Owner
US	LADD	2517095	12/11/2001	Registered	Carlton-Bates Company
US	"CB Only the Best is Good Enough"	1,592,530	April 17, 1990	Registered	Carlton-Bates Company

STATE TRADEMARK REGISTRATIONS

Jurisdiction	Mark	Reg. No. (Ser. No.)	Registered (Filed)	Status	Registrant
New Jersey	LADD Industries, Inc.	[to be provided]	[to be provided]	Registered	Carlton-Bates Company
North Carolina	LADD Industries, Inc.	[to be provided]	[to be provided]	Registered	Carlton-Bates Company
Rhode Island	LADD Industries, Inc.	101751	July 29, 1998	Registered	Carlton-Bates Company

STATE

NY:979922.2

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2005, by CARLTON-BATES COMPANY, an Arkansas corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Canadian Agent and Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of September 29, 2005, by and among Borrowers, the Persons named therein as Credit Parties, Agent, Canadian Agent and the Persons signatory thereto from time to time as Lenders, which amends and restates in its entirety that certain Amended and Restated Credit Agreement, dated as of June 17, 2005 (the "Existing Credit Agreement"), which Existing Credit Agreement in turn amended and restated that certain Credit Agreement, originally dated as of March 19, 2002 (as amended by Amendment No. 1 to Credit Agreement, dated as of September 30, 2002, the Second Amendment and Consent, dated as of December 2, 2002, the Third Amendment to Credit Agreement, dated as of December 9, 2002, the Fourth Amendment and Consent to Credit Agreement, dated as of March 28, 2003, the Fifth Amendment and Consent to Credit Agreement, dated as of July 29, 2004, the Sixth Amendment to Credit Agreement, dated as of December 13, 2004, and the Seventh Amendment to Credit Agreement, dated as of May 9, 2005) (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, Agent, Canadian Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself, the benefit of Canadian Agent and the ratable benefit of Lenders, that certain Joinder to Security Agreement dated as of October 1, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Joinder to Security Agreement");

WHEREAS, pursuant to the Joinder to Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark 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, on behalf of itself, Canadian Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Canadian 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

CARLTON-BATES COMPANY

By: _____
Name: Daniel A. Brailer
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF PENNSYLVANIA)

) ss.

COUNTY OF ALLEGHENY)

On this ____ day of September, 2005 before me personally appeared Daniel A. Brailer, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Carlton-Bates Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

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US	"CB Only the Best is Good Enough"	1,592,530	April 17, 1990	Registered	Carlton-Bates Company

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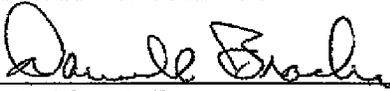
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North Carolina	LADD Industries, Inc.	{to be provided}	{to be provided}	Registered	Carlton-Bates Company
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CARLTON-BATES COMPANY

By: 

Name: Daniel A. Brailer

Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

