

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BJK Holdings, Inc.		03/17/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Harris N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78390464	ZIP-OFF	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1628304		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		
Date:	03/17/2006		

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Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 17th day of March, 2006, BJK Holdings, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 405 Willow Springs Lane, P.O. Box 1309, York, Pennsylvania 17405, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party, as agent for the benefit of the Secured Creditors (as defined in the Security Agreement hereinafter identified and defined), a continuing security interest in the trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by such trademark application and all proceeds of such trademark application, together with the right to sue for and collect said damages, to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BJK HOLDINGS, INC.

By _____
Name: _____
Title: _____

ATTEST:

Name:
Title:

HARRIS N.A., as Agent

By Timothy E. Dana
Name: Timothy E. Dana
Title: Vice President

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

I, Donna Fuller a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rich Egan, President of BJK Holdings, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said President then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

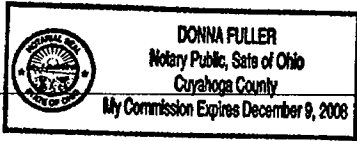
Given under my hand and notarial seal, this 15th day of March, 2006.

(NOTARIAL SEAL)

Donna Fuller
Notary Public

My Commission Expires:

Donna Fuller
(Type or Print Name)



SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.
Zip-Off	78,390,464