

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Voluntary Surrender Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chin Corp. of Wisconsin	FORMERLY CMC Corporation of Wisconsin, Inc.	04/20/2006	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lincoln State Bank		
<b>Street Address:</b>	1000 N. Water Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1401693	WONGS WOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)223-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414.978.5562		
<b>Email:</b>	splagemann@whdlaw.com		
<b>Correspondent Name:</b>	Whyte Hirschboeck Dudek S.C.		
<b>Address Line 1:</b>	Attn: Suzanne Plagemann		
<b>Address Line 2:</b>	555 East Wells Street, Suite 1900		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	EPC-8586		
<b>NAME OF SUBMITTER:</b>	Suzanne Plagemann		
<b>Signature:</b>	/suzanneplagemann/		

CH \$40.00 1401693

Date:

07/12/2006

**Total Attachments: 16**

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## VOLUNTARY SURRENDER AGREEMENT

THIS AGREEMENT is made and effective this 30<sup>th</sup> day of

April, 2006, by and between LINCOLN STATE BANK, a Wisconsin Banking Corporation, which maintains its principal office at 1000 North Water Street,

Milwaukee, Wisconsin (hereinafter "Secured Party") and CHIN CORPORATION OF

WISCONSIN, a Wisconsin corporation which maintains its place of business at ~~5430 North Lovers Lane Road, Milwaukee, Wisconsin~~ 725 Verdant Drive, Elm Grove, WI (hereinafter "Debtor") and EDWARD D. CHIN, an individual whose address is ~~14220 Hillside Drive, Elm Grove, Wisconsin~~ 725 Verdant Drive, WI (hereinafter referred to as "Guarantor").

### RECITALS

WHEREAS, Debtor is an operator of a chain of restaurants and is obligated to the Secured Party pursuant to the terms and conditions of certain obligations and promissory notes ("Notes"); and

WHEREAS, the owner of Debtor and its Chief Operating Officer did provide a Guaranty for payment in full of all amounts outstanding under said Notes, copies of which debt instruments and guaranties are attached hereto as part of Exhibit A; and

WHEREAS, Debtor has pledged to the Secured Party as security for its debts and obligations to the Secured Party, all or virtually all of its business assets, including but not limited to, all accounts, contract rights, equipment, furnishings, fixtures, inventory including supplies used or consumed in Debtor's business, documents relating to inventory, general intangibles now owned or hereafter acquired by Debtor, and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the sale of which gave rise to, and all proceeds and products of the foregoing and

leasehold interests, trademarks and trade names, management and license agreements and fees (“Collateral”); and

WHEREAS, which assets are located at the following sites:

95 N. Moorland Road  
Brookfield, WI 53005

2373 N. Martin Luther King Jr. Drive  
Milwaukee, WI 53212

3702 S. 27<sup>th</sup> Street  
Greenfield, WI 53221

200 N. Harbor Drive  
Milwaukee, WI 53202

7420 W. Good Hope Road  
Milwaukee, WI 53223

7424 W. Appleton Avenue  
Milwaukee, WI 53216

WHEREAS, Debtor has suffered continued and prolonged operating losses, and has expressed its willingness to turn over and surrender, pursuant to Section 409.609(1)(a) of the Wisconsin Statutes, to the Secured Party the Collateral (the “Surrendered Collateral”) other than items, if any, described on Exhibit B, as it cannot continue in business, and thus is in default of covenants pledged to the Secured Party; and

WHEREAS, Debtor has been foreclosed with respect to several of its business premises;  
and

WHEREAS, under the circumstances it is in the best interest of Debtor to release the Surrendered Collateral to the Secured Party as provided herein; and

WHEREAS, the parties to this Agreement wish to set forth certain understandings concerning the release of the Surrendered Collateral to the Secured Party, its sale and the application of the proceeds to the indebtedness due to the Secured Party.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct, and incorporated herein by referenced.

2. Representations and Warranties. Debtor and the Guarantor hereby represent and warrants to the Secured Party that:

(a) The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action;

(b) Debtor has no outstanding unpaid liability for wages for its employees;

(c) Debtor has filed all tax returns required to be filed and paid all taxes shown thereon to be due, including interest and penalties, and has no outstanding known unpaid tax liabilities, other than as separately disclosed in writing to the Secured Party and except as to an "Installment Agreement" that Debtor has with the Internal Revenue Service and which has been disclosed to "Secured Party" and which has an approximate balance due as of March 6, 2006 of \$24,000.00; and

(d) Debtor has dealt with no agent, finder, broker, or other representative in any manner as could result in the Secured Party being liable for any fee or commission in connection with the sale of the Surrendered Collateral.

3. Statement of Indebtedness. Debtor acknowledges that it owes the Secured Party the principal and interest as described on Exhibit A, as well as interest continuing to accrue at the

parties to be determined by Seller and any sales made shall be deemed by Debtor to be commercially reasonable, as per Section 409.610(2) of the Wisconsin Statutes, in all respects, including, but not limited to, the method, manner, time, place and terms of such sale. Debtor acknowledges the Secured Party's right to sell the Surrendered Collateral and expressly renounces and waives any right to notice as provided by Section 409.611 the Wisconsin Statutes of the sale contemplated herein. Debtor further acknowledges that the amount to be received by the Secured Party for the sale of the Surrendered Collateral, as contemplated herein, is fair and reasonable. The proceeds of the sale shall be applied in accordance with the agreement between Debtor and the Secured Party. Debtor agrees to cooperate fully with the Secured Party with respect to the sale of the Surrendered Collateral.

8. Notice to Other Secured Creditors. So that the value of the Surrendered Collateral can be maximized, and for the reason that there are no other persons with a security interest in the Surrendered Collateral who have duly filed a financing statement indexed in the name of Debtor in Milwaukee County or with the secretary of State, UCC Division, State of Wisconsin, except the Department of City Development, P.O. Box 54, City of Milwaukee, State of Wisconsin, may have an interest therein by reason of a filing with the Department of Financial Institutions dated 1/23/03 and to whom notice will be given.

9. Other Obligations of Debtor. It is agreed that neither the execution nor performance of this Agreement by the Secured Party shall render the Secured Party liable for any of the debts or obligations of Debtor or to any person.

10. Waiver of Rights. Debtor acknowledges that the sale of the Surrendered Collateral by the Secured Party is in lawful enforcement of the Secured Party's rights under the security agreement which has been given to the Secured Party to secure payment of the Notes

and, to the full extent permitted by applicable law. Debtor hereby renounces and waives any and all rights it may have pursuant to Chapter 409.501 of the Wisconsin Statutes, including, but not limited to, all rights of redemption of the Surrendered Collateral and other waivable rights as provided by Section 409.624 and 409.611, 409.620(5) and 409.623 of the Wisconsin Statutes.

11. Effect of Agreement. Debtor agrees that this Agreement, the surrender provided for herein, and the Secured Party's release of certain of its liens provided for herein do not in any manner nullify, extinguish, satisfy, release, discharge, constitute a novation or otherwise affect Debtor's obligation under any Notes, the Guaranty or any security agreements which Debtor has given to the Secured Party to secure payment of the Notes. The voluntary surrender and renunciation of rights as contemplated herein is a voluntary act of Debtor and is made with the knowledge and with the consent of the shareholders and directors of Debtor. It is not made under any duress created by the Secured Party. As under Section 409.622 of the Wisconsin Statutes, the rights of Debtor in the Surrendered Collateral are transferred to Secured Party.

12. Limitation of Liability. Neither the Secured Party nor any of their respective affiliates, directors, officers, agents, attorneys or employees shall be liable to Debtor for any action taken or omitted to be taken by it or them or any of them under this Agreement or in connection therewith except that no person shall be relieved of any liability imposed by law for gross negligence or willful misconduct. No claim may be made by Debtor against the Secured Party, or any of their respective affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any breach or wrongful conduct (whether the claim is based on contract or tort or duty imposed by law) arising out of or related to the transactions contemplated by this Agreement or any act, omission or event occurring in connection therewith. Debtor hereby waives, releases and agrees not to sue upon

any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

13. Contract Terms. The terms and conditions stated herein shall constitute the complete and exclusive statement of the terms hereof and shall supersede all prior oral or written statements of any kind whatsoever made by the parties or their representatives concerning the terms hereof. All promises or inducements made to Debtor in connection with the surrender of assets are set forth herein. No statement or writing subsequent to the date hereof which purports to modify or add to the terms or conditions hereof shall be binding unless consented to in writing, which makes specific reference to this Agreement, and is signed by all parties hereof.

14. Benefit of Agreement. This Agreement inures to the benefit of the Secured Party and its successors and assigns, and binds Debtor and its successors and assigns. This Agreement may be executed in any number of counterparts but shall be effective as to each signator upon execution of any counterpart by such signator.

IT WITNESS WHEREOF, the parties have executed this Voluntary Surrender Certificate as of the date indicated above.

CHIN CORPORATION OF WISCONSIN,  
Debtor

By: \_\_\_\_\_

Edward D. Chin, President

LINCOLN STATE BANK, Secured Party

By: \_\_\_\_\_

GUARANTOR

\_\_\_\_\_  
Edward D. Chin





**CONTINUING GUARANTY (Unlimited)**  
(For Consumer or Business Transactions)

Dated NOVEMBER 5, 2001

GUARANTY. For value received, and to induce LINCOLN STATE BANK of

2266 SOUTH 13TH STREET, MILWAUKEE, Wisconsin ("Lender"), to extend credit or to grant or continue other credit

accommodations to CHIN CORP. OF WISCONSIN ("Debtor"),

the undersigned jointly and severally guarantee payment of the Obligations defined below when due or, to the extent not prohibited by law, at the time any Debtor becomes the subject of bankruptcy or other insolvency proceedings. "Obligations" means all loans, drafts, overdrafts, checks, notes, and all other debts, obligations and liabilities of every kind and description, whether of the same or a different nature, arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or endorsed by any Debtor. Obligations include interest and charges and the amount of payments made to Lender or another by or on behalf of any Debtor which are recovered from Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and to the extent not prohibited by law, all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred in successful defense or settlement of any counterclaim brought by Debtor or the undersigned or incident to any action or proceeding involving Debtor or the undersigned brought pursuant to the United States Bankruptcy Code. Unless a lien would be prohibited by law or would render a nontaxable account taxable, the undersigned grant to Lender a security interest and lien in any deposit account any of the undersigned may at any time have with Lender. Lender may, at any time after the occurrence of an event of default and notice and opportunity to cure, if required by §425.105, Wis. Stats., set-off any amount unpaid on the Obligations against any deposit balances any of the undersigned may at any time have with Lender, or other money now or hereafter owed any of the undersigned by Lender. This Guaranty is also secured (to the extent not prohibited by law) by all existing and future security agreements between Lender and any of the undersigned and by any mortgage stating it secures guaranties of any of the undersigned. This Guaranty is valid and enforceable against the undersigned even though any Obligation is invalid or unenforceable against any Debtor.

**WAIVER.** To the extent not prohibited by applicable law, including, without limitation, the Wisconsin Consumer Act, if applicable, the undersigned expressly waive (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Debtor or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from Lender regarding the financial condition of any Debtor or guarantor of the Obligations or the enforceability of the Obligations (d) all other legal and equitable surety defenses. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which any of the undersigned may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations or against any Debtor shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Lender are subject to any right of recovery.

**CONSENT.** To the extent not prohibited by applicable law including, without limitation, the Wisconsin Consumer Act, with respect to any of the Obligations, Lender may from time to time before or after revocation of this Guaranty without notice to the undersigned and without affecting the liability of the undersigned (a) surrender, release, impair, sell or otherwise dispose of any security or collateral for the Obligations, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against any Debtor or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest or the amount of the Obligations, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the unpaid Obligations. The undersigned expressly consent to and waive notice of all of the above. To the extent not prohibited by law, the undersigned consent that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which any of the undersigned resides or the county in which this Guaranty was executed by the undersigned.

**PERSONS BOUND.** This Guaranty benefits Lender, its successors and assigns, and binds the undersigned, their respective heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of Debtor, whether by merger, consolidation, reorganization or otherwise.

**ENTIRE AGREEMENT.** This Guaranty is intended by the undersigned and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing. This Guaranty includes additional provisions on the reverse side.

**NOTICE TO GUARANTOR**

You are being asked to guarantee the past, present and future Obligations of Debtor. If Debtor does not pay, you will have to. You may also have to pay collection costs. Lender can collect the Obligations from you without first trying to collect from Debtor or another guarantor.

(SEAL)

(Type of Organization)

(SEAL)

EDWARD D. CHIN

(SEAL)

(SEAL)

(SEAL)

14220 HILLSIDE RD, ELM GROVE WI 53122-1676  
(Address)

**For Wisconsin Married Residents Only:** Each guarantor who signs above represents that this obligation is incurred in the interest of his or her marriage or family.

x   
EDWARD D. CHIN

X

OR LENDER CLERICAL USE ONLY

Any transaction guaranteed is a consumer transaction or subject to the Federal Reserve Regulation AA (Reg AA), each guarantor should also sign a Consumer WBA 156 "Explanation of Personal Obligation." Alternatively, if the guaranty is not subject to Reg AA, the guarantor may receive copies of documents which discharge the customer's obligation to pay.  
Acknowledgement of signature on reverse side.

Copies of documents or WBA 156  Documents Delivered: or may be required,.....  156 Delivered

**EXHIBIT # A**

TRADEMARK

REEL: 003346 FRAME: 0091

ADDITIONAL PROVISIONS

REPRESENTATIONS. The undersigned acknowledge and agree that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to the undersigned for, and (c) has no duty to provide information to the undersigned regarding, the enforceability of any of the Obligations or the financial condition of any Debtor or guarantor. The undersigned has independently determined the creditworthiness of Debtor and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on Lender continue to make such determinations.

REVOCAION. This is a continuing guaranty and shall remain in full force and effect until Lender receives written notice of its revocation signed by the undersigned or actual notice of the death of the undersigned. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Lender shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by one of the undersigned shall not affect any of the liabilities or obligations of any of the other undersigned and this Guaranty shall continue in full force and effect with respect to them.

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF Waubesa

} SS.

is instrument was acknowledged before me on NOVEMBER 5, 2001 by EDWARD D. CHIN

(Name(s) of person(s))

(as n/a (if not signing in individual capacity, indicate type of authority: e.g., officer, trustee, etc.))

and name of corporation, partnership or other party on behalf of whom instrument was executed



Patricia A. Elliott

(Notary Signature)

Notary Public, Milwaukee County, Wis.

My Commission (Expires) (ls) 2-15-04





## 5. DEBTOR'S COVENANTS

- (a) **Maintenance of Collateral.** Debtor shall maintain Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than Lender's security interest); defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease, license or otherwise transfer or dispose of it or permit it to become a fixture or an accession to other goods, except for sales, leases or licenses of inventory as provided in this Agreement; and not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments, chattel paper and letter of credit rights, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.
- (b) **Insurance.** Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to Lender's satisfaction, Debtor is free to select the insurance agent or insurer through which the insurance is obtained. Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to endorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and for restoration of the Collateral, returning any excess to Debtor. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of an event of default.
- (c) **Maintenance of security interest.** Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this Agreement. Debtor authorizes Lender to file Uniform Commercial Code financing statements describing the Collateral (including describing the Collateral as "all assets", "all personal property" or with words of similar effect) and amendments to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Debtor will cooperate with Lender in obtaining control of Collateral or other Security for which control may be required to perfect Lender's security interest under applicable law. If the Collateral is in possession of a third party, Debtor will join with Lender at its request in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.
- (d) **Taxes and other charges.** Debtor shall pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.
- (e) **Records and statements.** Debtor shall furnish to Lender financial statements at least annually and such other financial information respecting Debtor at such times and in such form as Lender may request. Debtor shall keep accurate and complete records respecting the Collateral in such form as Lender may approve. At such times as Lender may require, Debtor shall furnish to Lender a statement certified by Debtor and in such form and containing such information as may be prescribed by Lender, showing the current status and value of the Collateral.
- (f) **Inspection of Collateral.** At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records, and Debtor shall assist Lender in so doing.
- (g) **Service charge.** In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Lender's then current service charges for servicing and auditing in connection with this Agreement.
- (h) **Chattel paper.** Lender may require that chattel paper constituting Collateral shall be on forms approved by Lender. Unless it consists of electronic chattel paper, Debtor shall promptly mark all chattel paper constituting Collateral, and all copies, to indicate conspicuously Lender's interest and, upon request, deliver them to Lender. If it consists of electronic chattel paper, Debtor shall promptly notify Lender of the existence of the electronic chattel paper and, at the request of Lender, shall take such actions as Lender may reasonably request to vest in Lender control of such electronic chattel paper under the applicable law.
- (i) **United States contracts.** If any Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender and execute writings required by Lender in order that all money due or to become due under such contracts shall be assigned to Lender and proper notice of the assignment given under the Federal Assignment of Claims Act.
- (j) **Modifications.** Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts, letter of credit rights or chattel paper constituting Collateral or any Collateral constituting part of the Debtor's borrowing base.
- (k) **Returns and repossessions.** Debtor shall promptly notify Lender of the return to or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Lender directs.
- (l) **Promissory Notes, Chattel Paper and Investment Property.** If Debtor shall at any time hold or acquire Collateral consisting of promissory notes, chattel paper or certificated securities, Debtor shall endorse, assign and deliver the same to Lender accompanied by such instruments of transfer or assignment duly executed in blank as Lender may from time to time request.
- (m) **Change of name, address or organization.** Debtor shall not change Debtor's legal name or address without providing at least 30 days prior written notice of the change to Lender. Debtor, if it is an organization, shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence and Debtor, whether or not an organization, shall not, in one transaction or a series of related transactions, merge into or consolidate with any other organization, change Debtor's legal structure or sell or transfer all or substantially all of Debtor's assets.

## 6. RIGHTS OF LENDER

- (a) **Authority to perform for Debtor.** Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.
- (b) **Charging Debtor's credit balance.** Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor grants Lender, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with Lender and other money now or hereafter owed Debtor by Lender, and agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed Debtor by Lender.
- (c) **Power of attorney.** Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor (and Lender shall not be required as a condition to the exercise of this power to prove the occurrence of an event of default to the Post Office); to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; to endorse the name of Debtor upon any instruments which may come into Lender's possession and to sign and make draws under any letter of credit constituting Collateral on Debtor's behalf. Debtor agrees that Obligations may be created by drafts drawn on Lender by shippers of inventory to be shipped to Debtor and to pay any such invoices not accompanied by drafts. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, for the amount of such drafts honored by Lender and such instruments may be payable at fixed times or on demand, shall bear interest at the rate from time to time fixed by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. This power of attorney to execute instruments may be revoked by Debtor only by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and such attorney is not liable for any act or omission or for any error of judgment or mistake of fact or law.
- (d) **Non-liability of Lender.** Lender has no duty to determine the validity of any invoice, the authority of any shipper named in section 3 to ship goods to Debtor or compliance with any order of Debtor. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

## 7. DEFAULT

- Upon the occurrence of one or more of the following events of default:
- (a) **Nonperformance.** Debtor fails to pay when due any of the Obligations or to perform, or rectify breach of, any warranty or covenant or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Obligations, or an event of default occurs under any evidence of or document relating to any other obligation secured by the Collateral;
- (b) **Inability to Perform.** Debtor, Debtor's spouse or a surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings or any guaranty of the Obligations is revoked or becomes unenforceable for any reason;
- (c) **Misrepresentation.** Any representation made to induce Lender to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or
- (d) **Insecurity.** Any other event which causes Lender in good faith to deem itself insecure;
- all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or document relating to any Obligation. With respect to such rights and remedies:
- (e) **Repossession.** Lender may take possession of Collateral without notice or hearing, which Debtor waives;
- (f) **Assembling collateral.** Lender may require Debtor to assemble the Collateral and to make it available to Lender at any place reasonably designated by Lender;
- (g) **Notice of disposition.** Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Filing # - 020021509017

Filed - 12/10/2002 08:55 AM

Page 1 of 1

Wisconsin Department of  
Financial Institutions

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
 Submitter Acct #: 1434  
 COLLATERAL CLERK 414-827-5700

**B. SEND ACKNOWLEDGEMENT TO: (Name and Address)**

M & M LOAN SERVICES  
 PO BOX 511160  
 NEW BERLIN WI 53151-1160  
 ATTN: LSB 871061-3600

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

12. INITIAL FINANCING STATEMENT FILE#  
1528954

13. THIS FINANCING STATEMENT AMENDMENT IS  
 to be filed (for record) for recording in the  
 REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectuate of the Financing Statement identified above to terminate with respect to security interests of the Secured Party authorizing this Termination Statement.
3.  **CONTINUATION:** Effectuate of the Financing Statement identified above with respect to security interests of the Secured Party authorizing this Continuation Statement to continue for the additional period provided by applicable law.
4.  **ASSIGNMENT (not to be filed):** Give name of assignor in Item 7a or 7b and address of assignor in Item 7c and give name of assignee in Item 7d and give name of assignee in Item 7e.
5. **AMENDMENT PARTY INFORMATION:** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in Items 6, 7 and 8.
- CHANGE name and/or address:** Give current record name in Item 6a or 6b and also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c.  **DELETE name:** Give record name to be deleted in Item 6a or 6b.  **ADD name:** Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).

**6. CURRENT RECORD INFORMATION:**

**6a. ORGANIZATION'S NAME**  
 OR **6b. INDIVIDUAL'S LAST NAME**

**6c. FIRST NAME** **6d. MIDDLE NAME** **6e. SUFFIX**

RE PAUL CORPORATION

**7. CHANGED (NEW) OR ADDED INFORMATION:**

**7a. ORGANIZATION'S NAME**  
 OR **7b. INDIVIDUAL'S LAST NAME**

**7c. FIRST NAME** **7d. MIDDLE NAME** **7e. SUFFIX**

CHIN CORP. OF WISCONSIN

**7c. MAILING ADDRESS**

**7d. CITY** **7e. STATE** **7f. POSTAL CODE** **7g. COUNTRY**

830 OLD WORLD THIRD STREET  
 MILWAUKEE, WI 53202  
 WI 53202 USA

**7f. TAX ID#:** SSN OR EIN \* **ADDL. INFO** **7g. TYPE OF ORGANIZATION** **7g. ORGANIZATIONAL ID#:** Party

ORGANIZATION **CORPORATION** **WISCONSIN** **1P11059**  NONE

**8. AMENDMENT (COLLATERAL CHANGE):** Check only one box.

Describe collateral  deleted or  added, or give entire  revised collateral description, or describe collateral  assigned.

**9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.**

**9a. ORGANIZATION'S NAME**  
 OR **9b. INDIVIDUAL'S LAST NAME**

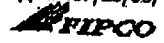
**9c. FIRST NAME** **9d. MIDDLE NAME** **9e. SUFFIX**

CHIN CORP. OF WISCONSIN AND LINCOLN STATE BANK

**10. OPTIONAL FILER REFERENCE DATA**

NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC9) (REV. 07/29/98)

\* An individual's social security number is not required to be placed on the form in Wisconsin. (See instructions.)  
 1. FILING OFFICE COPY



**UCC FINANCING STATEMENT AMENDMENT**



NAME & PHONE OF CONTACT  
 BONNIE KELLER  
 LINCOLN STATE BANK  
 BONNIE.KELLER@CFG-MAIL.COM

262-827-5700 Ext. 1778

SEND ACKNOWLEDGMENT TO:  
 BONNIE KELLER  
 LINCOLN STATE BANK  
 BONNIE.KELLER@CFG-MAIL.COM

Filing # - 050007632826  
 Filed - 5/23/2005 9:48:27 AM  
 Wisconsin Department of Financial Institutions

INITIAL FINANCING STATEMENT FILE #  
 07501528964

Statement Type

CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT

OR	ORGANIZATION'S NAME LINCOLN STATE BANK			
	INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

OPTIONAL FILER REFERENCE DATA  
 LSB/871061-3000/CHIN CORP/TLR 398

*Continuation of 1528964*

ALL BUSINESS ASSETS WITHOUT EXCEPTION LOCATED AT THE  
FOLLOWING BUSINESS ADDRESSES.

EXHIBIT # β<sup>TM</sup>

TRADEMARK

REEL: 003346 FRAME: 0098



PAYOFF FOR NOTE AND PARTS

AUTHORITY CODE: 0

ACCOUNT: 00000871061 INQUIRY: 232

PAGE REQUEST: 001 PAGE NO: 001

SEARCH 1: 03002

CHIN CORP OF WISCONSIN

PROC DATE: 03/06/06

SEARCH 2: 03/06/06

SEARCH 3:

NOTE/PART STATUS

REB/ACC DLY ACC/GOOD THRU

03002C	N	CURRENT BAL	449,149.17		
		INTEREST	16,222.08	ACC	53.0245548
		LATE CHG	0.00		
		OTHER FEES	25,154.81		
		TOTAL PAYOFF	490,526.06		53.0245548
		ACTUAL ACCRUAL			16222.0768622

INTEREST PAID TO 05/04/05

TELLER ACTIVITY

0.00

LAST PAGE

**EXHIBIT # C**

SHORT NOTE INQUIRY

AUTHORITY CODE: 0

PROC DATE: 03/06/06

PAGE NO: 001

ACCOUNT: 00000871061 INQUIRY: 231

CHIN CORP OF WISCONSIN

SEARCH 1: 03002 SEARCH 2:

SEARCH 3:

ISSUE DT: 03/05/03 MATUR DT: 05/04/05

CURRENT BALANCE: 449,149.17

ST INT: 00/00/00 NOTE TYPE: 200

INTEREST ACCRUAL: 16,222.0768622

LOAN CATEGORY/STATUS: C / N

FEES DUE: 13,295.51

OFFICER NO: 00126/DM

ORIGINAL BALANCE: 449,595.49

CHRG IND/PMT SCHED: / N

BILL TYPE/SEND NO BILL: B / A

DEALER NO: 00000000000

SCHED PMT AMT: 0.00

DLR/INS/ESCROW: N / N / N

LAST TRAN AMT: 5,000.00-

RATE OVER: 4.250000

LAST TRAN DATE: 12/14/05

RATE UNDER: 0.000000

NEXT DUE DATE: 05/04/05

CONTRACT RT: 4.250000 INDEX: 000

FIRST PAYMENT DATE: 00/00/00

INT TYPE/VARIABLE PLAN: S / 000

FIRST INT PAYMENT DATE: 04/05/03

RATE PLAN/TYPE: 0000000/

PAYMENT TYPE-FREQ/POST NO TRANS: - /

LAST MAINT DATE: 02/07/06

NEG AM IND/STAT/OVERRIDE: N / N / N

ROLLING TIMES LATE: 15-30-60-90

TIMES LATE: 15-30-60-90 TRM EXT

RETENTION MONTHS 024 07 03 02 01

MCOLL: N 07 03 02 01 001 000

COLL: GBSA/PERS GTY ED CHIN

CUR PRIN BILLED: 0.00

CUR INT BILLED: 0.00

TOT PRIN BNP: 0.00

TOT INT BNP: 0.00

PAYMENT SCHEDULE WAS NOT FOUND