

Doc Code:

FORM PTO-1594 (Modified)
(Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)
TM05/REV04

RECORDATION FORM COVER SHEET

TRADEMARKS / SERVICE MARKS ONLY

Docket No.:

1-1037

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

1. Name of conveying party(ies):

Red Lion Manufacturing, Inc.

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

Citizenship (see guidelines) _____
Additional names(s) of conveying party(ies) Yes No

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

Execution Date: July 25, 2006

- 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: Sovereign Bank

Internal Address: _____

Address: _____

Street Address: 101 South George Street

City: York

State: Pennsylvania

Country: USA ZIP: 17401

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other United States Chartered Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

2,923,834	1,812,973
2,889,956	1,809,324
2,875,280	
2,848,070	

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s)/Service Mark(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: Jeffrey S. Habib, Esq.

Internal Address: Hooker & Habib, P.C.

Street Address: 100 Chestnut Street, Suite 304

City: Harrisburg

State: PA Zip: 17101

Phone Number: 717-232-8771

Fax Number: 717-232-8773

Email Address: uspto@h-hpc.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- 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 08-2733

Authorized User Name Jeffrey S. Habib

9. Signature:

Signature

August 25, 2006

Date

Jeffrey S. Habib, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **8**

CH \$166.00 082733 2923834

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made as of this 25th day of July, 2006, between **RED LION MANUFACTURING, INC.**, a Pennsylvania corporation, whose address is 80 South Prospect Street, Hallam, Pennsylvania 17406 ("Assignor") and **SOVEREIGN BANK**, having an office at 101 South George Street, York, Pennsylvania 17401 ("Lender").

BACKGROUND:

Assignor has executed and delivered its promissory note to the Lender in the original principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) (as amended from time to time, the "Note"). In order to induce the Lender to continue the credit facilities evidenced by the Note, Assignor has agreed to collaterally assign to Lender certain trademark rights.

This Trademark Collateral Assignment and Security Agreement is being executed to supplement a Security Agreement under which the Lender has been granted a lien on and security interest in, among other things, all accounts, inventory, machinery and equipment ("Other Assets) relating to products distributed and sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of a default under the Note, in order that the owner of the Trademarks may continue the distribution and sale of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all existing and future liabilities, indebtedness and the obligations of the Assignor owed to or for the benefit of Lender, including liabilities, indebtedness and obligations which arise or are incurred under or in connection with the Note, together with all renewals, extensions, substitutions and modifications thereof or thereto and all other present and future liabilities, indebtedness and obligations of any kind due Lender, whether direct or indirect, absolute or contingent, including swap agreements (as defined in 11 U.S.C. § 101) (collectively, the "Liabilities"), Assignor hereby grants, assigns and conveys to Lender and grants to Lender a security interest in the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals and proceeds thereof (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates and symbolizes, and any and all causes of action which may exist by reason of infringement thereof.

2. Assignor covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) Each of the Trademarks is valid and enforceable;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (e) Assignor has and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Trademarks;
- (f) Assignor will use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Assignor will use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plant(s) and facilities which assemble, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance with paragraph 2(f).

4. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing a Default (as defined in the Note), Lender hereby grants to Assignor the exclusive, non-transferable right and license to use the Trademarks on and in connection with products sold by Assignor, its franchisees and licensees, for Assignor's own benefit and account and for none other.

Assignor agrees not to assign its interest in the license granted to Assignor in this paragraph 7, without the prior written consent of Lender.

8. If any Default shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in paragraph 7, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may sell at public or private sale or otherwise realize upon or elsewhere, all or from time to time any of the Trademarks (subject to the rights of existing franchisees and licensees), or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks, all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public sale or, in the case of a private sale, at least ten (10) days before the date after which any private sale of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Notes (as defined in the Loan Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Note.

11. The Assignor shall not abandon any Trademark without the consent of the Lender.

12. In the event of the occurrence and continuance of a Default, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of

Lender as Lender may select, in its reasonable discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else (all subject to the rights of existing franchisees and licensees). Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

Lender hereby authorizes Assignor to prosecute applications, opposition and cancellation proceedings, and any other actions regarding the Trademarks in the United States Patent and Trademark Office (APTO®). Assignor also shall have the right to bring or defend suit regarding the Trademarks in any court of competent jurisdiction. Such actions may be brought in the name of the Assignor, and Lender may be named as a nominal party, if necessary, provided that Assignor gives Lender ten (10) days prior notice of any such action(s). All costs and expenses pertaining to such actions shall be the responsibility of Assignor, and Assignor will indemnify and hold Lender harmless.

14. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

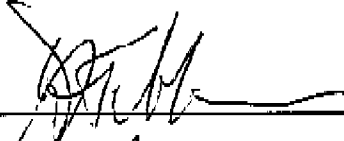
20. It will be the Assignor's duty to record this Assignment in the United States Patent and Trademark Office and provide Lender the recording date and reel and frame numbers and a copy of the recorded document with recording date stamped upon the document by the Patent and Trademark Office.

WITNESS the execution hereof under seal as of the day and year first above written.

ASSIGNOR:

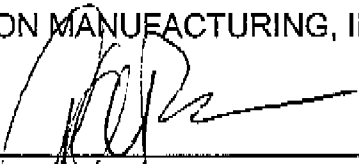
RED LION MANUFACTURING, INC.

ATTEST:



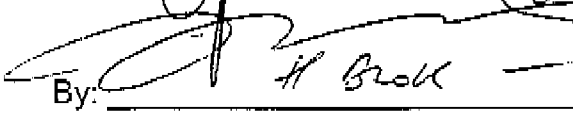
Title: President

By:



Gary A. Tolton, President CEO

By:

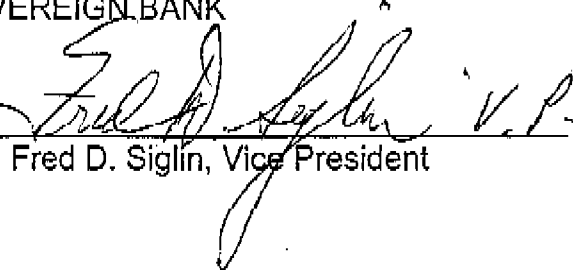


Title: CEO/COO

LENDER:

SOVEREIGN BANK

By:

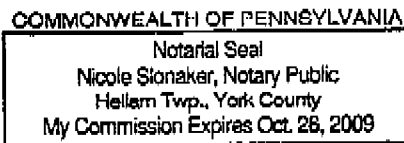


Fred D. Siglin, Vice President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF :
:

On this, the 25th day of July, 2006, before me, the undersigned officer, personally appeared GARY A. TOLTON who acknowledged himself to be President of Red Lion Manufacturing, Inc., and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the organization by himself as such President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

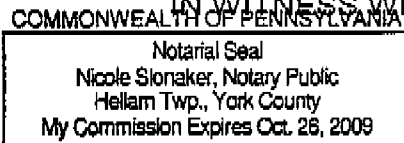


[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF York :
:

On this, the 25th day of July, 2006, before me, the undersigned officer, personally appeared HARRY SHOK who acknowledged her/himself to be CEO/COO of Red Lion Manufacturing, Inc., and that she/he, as such CEO/COO being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the organization by her/himself as such CEO/COO.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



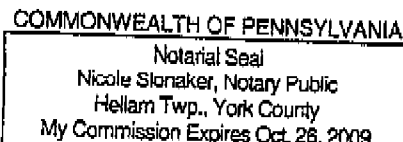
[Signature]
Notary Public

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF York :
:

On this, the 25th day of July, 2006, before me, the undersigned officer, personally appeared FRED D. SIGLIN, who acknowledged himself to be Vice President of SOVEREIGN BANK, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the organization by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public

Member, Pennsylvania Association of Notaries

SCHEDULE A
TRADEMARKS

I. Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
GUARANTEED NO RESTRICTION	2923834	11/21/2002	2/1/2005
SHOULDER SHELF DESIGN	2889956	9/6/2002	8/31/2004
ZERO RESTRICTION	2875280	1/8/2002	8/17/2004
DUAL MOTION	2848070	7/6/2001	6/1/2004
ZERO ZERO RESTRICTION GOLF OUTERWEAR USA (words and design)	1812973	10/7/1991	12/21/1993
ZR USA (stylized)	1809324	4/8/1993	12/7/1993

II. Applications

<u>Trademark</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
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FAX COVER SHEET

FROM FAX NO. 717-232-8773

DATE: August 25, 2006

INFORMATION FROM: Jeffrey S. Habib

HOOKER & HABIB, P.C.
100 CHESTNUT ST., STE. 304
HARRISBURG, PA 17101-2518

RECEIVING FACSIMILE NUMBER: 571-273-0140

COMPANY: U.S. Patent and Trademark Office

ATTN: Assignment Recordation Services

SUBJECT: Security Agreement
Registration Nos. 2,923,834; 2,889,956;
2,875,280; 2,848,070; 1,812,973 and
1,809,324

Recordation Cover Sheet (1 Page)
Security Agreement (7 Pages)

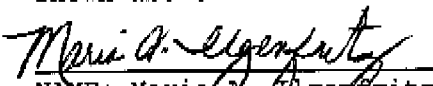
NUMBER OF PAGES (INCLUDING THIS PAGE): 9

IF ALL PAGES INDICATED ARE NOT RECEIVED, PLEASE CALL: 717/232-8771

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CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that the above correspondence is being facsimile-transmitted to the United States Patent Trademark Office (Fax No. 571-273-0140) on the date shown above.


NAME: Maria A. Olgenshitz