

## 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
Gamill, Inc.		09/15/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Finance Corp.		
Street Address:	2001 Ross Avenue; Suite 3000		
Internal Address:	Patton Boggs LLP		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2408816	GAMMILL	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	022716.0110		
NAME OF SUBMITTER:	Darren W. Collins		
Signature:	/Darren W. Collins/		

OP \$40.00 2408816

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Date:

09/18/2006

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of September 15, 2006, is made by GAMMILL, INC., a Delaware corporation ("Grantor"), in favor of ORIX FINANCE CORP., a Delaware corporation, for itself, as a lender, and as agent for the Lenders (as defined below) (in such capacities, "Agent").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 15, 2006, by and among Grantor, Agent and the several financial institutions from time to time party thereto (collectively, the "Lenders") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans to Grantor;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, Grantor shall have executed and delivered to Agent, for the benefit of itself and the other Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself and the other 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 the Credit Agreement. The following terms have the meanings set forth below:

(a) "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

(b) "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the 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 against assignment to which it is a party including those referred to on Schedule I hereto;

(b) all renewals 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, for the benefit of itself Agent and the other Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

*[Remainder of page intentionally left blank; 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.

GAMMILL, INC.

By: Ronald D. Parker  
Name: RONALD D. PARKER  
Title: CEO

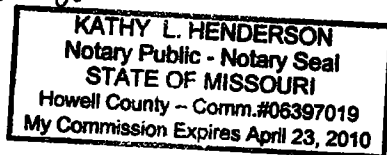
Trademark Security Agreement  
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ACKNOWLEDGMENT OF GRANTOR

STATE OF Missouri )  
COUNTY OF Howell ) ss.

On this 12 day of September, 2006 before me personally appeared Ronald Parker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Gammill, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Kathy L. Henderson  
{seal} Notary Public



Trademark Security Agreement  
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ACCEPTED AND ACKNOWLEDGED BY:

**ORIX FINANCE CORP.**, as Agent

By: Kayle Green  
Name: \_\_\_\_\_  
Title: Kayle Green \_\_\_\_\_  
Director \_\_\_\_\_

Trademark Security Agreement  
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## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

### Federal Trademarks

Gammill® is a registered trademark of Gammill, Inc.

Registration # 2408816

Registration date 11/28/2000

Declaration of Use and Incontestability relating to Gammill's Registration No. 2408816 for the mark GAMMILL was filed on 7/13/06, reciting "Quilting machines and quilting machine accessories.

The following marks are in the process of registration

- Statler™
- Statler Stitcher™
- PrecisionStitch™

### State Trademarks

None

### Trademark Licenses

None

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