



10-13-2006



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPT. OF COMMERCE
Trademark Office

RECORDATION F. 103320892
TRADEMARKS ONLY

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

10-10-06

1. Name of conveying party(ies):
THOMPSON PRODUCTS, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: THE CIT GROUP/COMMERCIAL SERVICES, INC.
Internal Address: _____
Street Address: 505 Fifth Avenue
City: New York
State: NY
Country: USA Zip: 10017

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship NY
 Other _____ Citizenship _____

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

3. Nature of conveyance / Execution Date(s):
Execution Date(s) SEPT. 29 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SEE ATTACHED

B. Trademark Registration No.(s)
SEE ATTACHED

Additional sheet(s) attached? Yes 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: PAUL H. SHUR, ESQ.
Internal Address: REED SMITH LLP
Street Address: 599 LEXINGTON AVENUE
City: NEW YORK
State: NY Zip: 10022
Phone Number: 212-521-5400
Fax Number: 212-521-5450
Email Address: pshur@reedsmith.com

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

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 _____
Authorized User Name _____

9. Signature: Thompson Products, Inc. By: [Signature] Date: 9/27/06

Signature
SAM L SIMMONS
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **11**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/12/2006 DBYRNE
01 FC:8521
02 FC:8522

00000015 2966795
(40.00 OP
325.00 OP)

Trademarks/Trade names

Serial Number	Reg. Number	Word Mark	Status	Live/Dead
78377056	2966795	ALBUM WORKS BY THOMPSON	REGISTERED	LIVE
76503565	2960304	CYNTHIA ROYCE	REGISTERED	LIVE
76503568	2876462	CYNTHIA ROYCE	REGISTERED	LIVE
76503567	2876461	T THOMPSON	REGISTERED	LIVE
76493665	2876371	VALUE FIRST	REGISTERED	LIVE
76457461	2741661	T THOMPSON	REGISTERED	LIVE
76482462	2773501	YOUR MEMORIES FOR LIFE	REGISTERED	LIVE
76174410	2576737	BUG BITES	REGISTERED	LIVE
75307967	2217987	DESIGN YOUR OWN ALBUM	REGISTERED	LIVE
75365730	2224816	BRISTOL COLLECTION	REGISTERED	LIVE
75167660	2123223	PHOTO WORKS BY THOMPSON	REGISTERED	LIVE
74442975	1847709	PHOTOTRAC	REGISTERED	LIVE
78775953		ROYCE LTD	PENDING	
78774782		ROYCE	PENDING	

TRADEMARK AND TRADENAME
SECURITY AGREEMENT AND MORTGAGE

THIS TRADEMARK AND TRADENAME SECURITY AGREEMENT AND ^{2 o/cb.} MORTGAGE (the "Trademark Mortgage") is made as of this 29 day of September, by THOMPSON PRODUCTS, INC., a Delaware corporation with its principal place of business located at 310 Kenneth Welch Drive, Lakeville MA 02347-1374 (the "Grantor") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York Corporation with an office located at 505 Fifth Avenue, New York NY 10017 (the "Lender").

WHEREAS, the Grantor is the owner and holder of the Trademarks listed on Schedule A annexed hereto and made a part hereof, together with all of the goodwill of the business symbolized by each of the Trademarks; and

WHEREAS, the Grantor and the Lender are about to enter into a certain Financing Agreement of even date herewith (said Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time being the "Financing Agreement") (any capitalized terms used, but not specifically defined, herein shall have the meaning provided for such terms in the Financing Agreement); and

WHEREAS, to induce the Lender to enter into the Financing Agreement and to grant the loans, advances and extensions of credit to the Grantor in accordance with the Financing Agreement, the Grantor has offered to execute and deliver this Trademark Mortgage to the Lender, granting and conveying to the Lender a security interest, first in priority, upon the Collateral (as such term is hereinafter defined);

NOW, THEREFORE, in consideration of the foregoing, in consideration of the premises set forth in the Financing Agreement and in order to induce the Lender to grant the loans, advances and extensions of credit to the Grantor in accordance with the Financing Agreement, the Grantor hereby agrees with the Lender for its benefit as follows:

1. Certain Defined Terms. As used in this Trademark Mortgage, unless the context otherwise requires:

(a) "Collateral": Shall mean, collectively and individually--

(i) each of the Trademarks listed on Schedule A annexed hereto and made a part hereof and the goodwill of the business symbolized by each of those Trademarks;

(ii) each of the Licenses;

(iii) all accounts, contract rights and general intangibles of the Grantor arising under or relating to the Licenses, whether now existing or hereafter arising, including, without limitation, (1) all moneys due and to become due under any License, (2) any damages arising out of or for breach or default in respect of any such License, (3) all other amounts from time to time paid or payable under or in connection with any such License, and (4) the right of the Grantor to terminate any such License or to perform and to exercise all remedies thereunder;

(iv) any claims by the Grantor against third parties, and all proceeds of suits, for infringement of the Trademarks, and the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States; and

(v) as to all of the foregoing (i) through (iv) inclusive, and any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer print-outs and data, of the Grantor.

(b) "Licenses": Collectively and individually, any and all Trademark license agreements granted by the Grantor to third parties, whether now existing or hereafter arising, as any of same may from time to time be amended or supplemented, including, but not limited to, the license agreements listed on Schedule B annexed hereto and made a part hereof.

(c) "Obligations": All loans, advances, indebtedness, notes, liabilities, overdrafts, outstanding letters of credit not drawn upon, letters of credit drawn upon and not yet reimbursed, outstanding acceptances, and other amounts, liquidated or unliquidated, of every kind, nature and description, whether arising under this Agreement or otherwise, and as defined in the Financing Agreement.

(d) "Trademarks": Collectively and individually,
all--

(i) trademarks, trade names, trade dress, service marks, prints and labels on which said trademarks, trade names, trade dress and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all applications thereof filed under Section 1(a) of the Lanham Act (15 U.S.C.A. 1051(a)), and all registrations and recordings of any of the foregoing, including, without limitation, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, including, but not limited to, those listed on Schedule A annexed hereto and made a part hereof; and

(ii) trademarks, trade names, trade dress and service marks, whether now or hereafter owned by the Grantor which has not or is not required to be registered or recorded in any jurisdiction; and

(iii) reissues, extensions or renewals thereof and all licenses thereof (including, without limitation, all license agreements).

2. Grant of Security. To secure payment and performance of all of the Obligations of the Grantor to the Lender, the Grantor hereby mortgages to and pledges to the Lender and grants and conveys to the Lender a security interest in all of the Grantor's right, title and interest in and to the Collateral, which security interest shall remain in full force and effect until all of the Obligations of the Grantor to the Lender are fully paid and satisfied.

3. Representations, Warranties and Covenants of the Grantor. The Grantor incorporates by reference its representations, warranties, covenants and agreements relating to the Collateral as more fully set forth in the Financing Agreement and the following:

(a) No Additional Trademarks. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedules A annexed hereto and made a part hereof.

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(b) Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks and Licenses, and hereby indemnifies and holds the Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Lender.

(c) Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, the Grantor shall promptly notify the Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Lender, shall join with the Lender, at the Grantor's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

4. Lender's Appointment as Attorney-in-Fact. The Grantor hereby irrevocably constitutes and appoints the Lender, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in the Lender's discretion, for the purposes of carrying out the terms of this Trademark Mortgage, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Mortgage.

5. Event of Default. The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

(a) The occurrence of any Default or Event of Default defined under the Financing Agreement;

(b) A breach by the Grantor of any covenant contained in this Trademark Mortgage;

(c) If any warranty or representation contained in this Trademark Mortgage, including, without limitation, the warranties and representations contained in Section 3 of this Trademark Mortgage, shall be incorrect in any material respect.

6. Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies of the Lender, whether under law, in equity or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently):

(i) the Lender shall have all of the rights and remedies set forth in the Financing Agreement;

(ii) the Lender may appear before the United States Patent and Trademark Office as owner of the Collateral, without recording or filing any documents to evidence the Lender's ownership in the Collateral;

(iii) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, the Lender may, at any time, pursuant to the authority granted in the Special Power of Attorney (such authority becoming effective on the occurrence of an Event of Default), execute and deliver on behalf of the Grantor, one or more instruments of assignment of the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Grantor agrees to pay when due all reasonable costs and expenses incurred in any such transfer of the Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations of the Grantor to the Lender. The Lender shall apply the proceeds actually received from any such license, assignment, sale or other disposition to the payment of the Obligations of the Grantor to the Lender as provided for in the Financing Agreement. The Grantor shall remain liable for any deficiency with respect to the Obligations of the Grantor to the Lender, which shall bear interest and be payable at the Default Rate of interest under the Financing Agreement. The rights of the Grantor to receive any surplus shall be subject to any duty of the Lender imposed by law to the holder of any subordinate security interest in the Collateral known to the Lender. Nothing contained herein shall be construed as requiring the Lender to take any such action at any time.

7. Execution of Special Power of Attorney. Concurrently with the execution and delivery of this Trademark Mortgage, the Grantor is executing and delivering to the Lender a certain Special Power of Attorney for the implementation of the sale, assignment, licensing or other disposition of the Collateral pursuant to this Trademark Mortgage.

8. Amendments and Modification. No provision hereof shall be modified, altered, waived or limited except by a written instrument expressly referring to this Trademark Mortgage and executed by the party to be charged.

9. Binding Nature. This Trademark Mortgage shall be binding upon and inure to the benefit of the successors, assigns or other legal representatives of the Grantor, and shall, together with the rights and remedies of the Lender hereunder, be binding upon and inure to the benefit of the Lender, its successors, assigns or other legal representatives.

10. GOVERNING LAW. THIS TRADEMARK MORTGAGE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

11. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing (unless otherwise expressly provided herein) and shall be sent and deemed to have been received as set forth in the Financing Agreement.

12. Counterparts. This Trademark Mortgage may be executed in counterparts, each of which, when taken together, shall be deemed one and the same instrument.

13. Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Trademark Mortgage for any other purpose.

14. Acknowledgment of Receipt. The Grantor acknowledges receipt of a copy of this Trademark Mortgage.

15. No Waiver. No course of dealing between the Grantor and the Lender, and no delay or omission of the Lender in exercising or enforcing any of the Lender's rights and remedies hereunder shall constitute a waiver thereof; and no waiver by the Lender of any Event of Default shall operate as a waiver of any other Event of Default.

16. Severability. If any of the provisions of this Trademark Mortgage shall contravene or be held invalid under the laws of any jurisdiction, this Trademark Mortgage shall be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof shall be construed and enforced accordingly in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provisions of this Trademark Mortgage in any jurisdiction. In the event of any inconsistency between the provisions of this Trademark Mortgage and the Financing Agreement, the terms of the Financing Agreement shall prevail.


17. Interest Granted to Lender. Notwithstanding any provision of this Trademark Mortgage to the contrary, the interest granted to the Lender under this Trademark Mortgage is intended to be a pledge and a security interest only, and the execution of this Trademark Mortgage is not intended to create an assignment or a transfer of title or any other property rights to the Trademarks.

18. WAIVER OF JURY TRIAL. THE GRANTOR WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS TRADEMARK MORTGAGE.

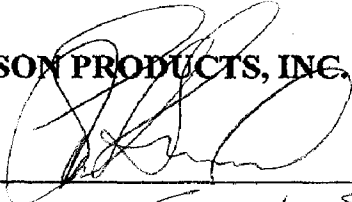
Signatures on next page

IN WITNESS WHEREOF, the Grantor has caused this Trademark Mortgage to be duly executed as of the day and year first above written.

Attest/Witness:


Print Name: Ruth C. Correia
Title: Controller

THOMPSON PRODUCTS, INC.


By: _____
Print Name: SAM L. Simmons
Title: President & CEO

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**Schedule A
to
Trademark and Tradename Security Agreement and Mortgage**

Trademarks/Trade Names

Serial Number	Reg. Number	Word Mark	Status	Live/Dead
78377056	2966795	ALBUM WORKS BY THOMPSON	REGISTERED	LIVE
76503565	2960304	CYNTHIA ROYCE	REGISTERED	LIVE
76503568	2876462	CYNTHIA ROYCE	REGISTERED	LIVE
76503567	2876461	T THOMPSON	REGISTERED	LIVE
76493665	2876371	VALUE FIRST	REGISTERED	LIVE
76457461	2741661	T THOMPSON	REGISTERED	LIVE
76482462	2773501	YOUR MEMORIES FOR LIFE	REGISTERED	LIVE
76174410	2576737	BUG BITES	REGISTERED	LIVE
75307967	2217987	DESIGN YOUR OWN ALBUM	REGISTERED	LIVE
75365730	2224816	BRISTOL COLLECTION	REGISTERED	LIVE
75167660	2123223	PHOTO WORKS BY THOMPSON	REGISTERED	LIVE
74442975	1847709	PHOTOTRAC	REGISTERED	LIVE
78775953		ROYCE LTD	PENDING	
78774782		ROYCE	PENDING	

SCHEDULE B

to

Trademark and Tradename

Security Agreement and Mortgage

LICENSE AGREEMENTS

NONE

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