

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

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Cliffstar Corporation

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 7, 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: Bank of Montreal, as administrative agent

Internal:

Address:

Street Address: 115 South LaSalle Street

City: Chicago

State: Illinois

Country: U.S. Zip: 60603

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

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

A. Trademark Application No.(s)

See Schedule A-I, attached

B. Trademark Registration No.(s)

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: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: (312) 845-3919

Fax Number: (312) 803-5299

Email Address: berman@chapman.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

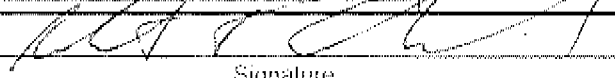
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0305

Authorized User Name Robert J. Schneider

9. Signature:



Signature

November 14, 2006

Date

Robert J. Schneider

Name of Person Signing

Total number of pages (including cover sheet, attachments, and document): 7

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

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	FILED	APPL #	REGDT	REG #
BANSHEE	09/23/1988	75/557,447		
BERRY-DACTYL	04/06/1993	74,376,551	11/29/1994	1,865,388
BOUNTY RUNNER	01/08/1999	75/617,346		2,782,129
BREAKWATER	01/08/1999	75/617,455		
CC		78/380,173		2,990,612
CC CLIFSTARR CORPORATION		78/976,268		2,990,697
CC CLIFSTARR CORPORATION		78/322,514		
COOLY-SAURUS	10/12/1994	74/593,794	10/31/1995	1,931,437
GOLDEN CROWN		72/077,435	07/05/1960	700,638
GOLDEN CROWN	08/31/1972	72/434,383	08/21/1973	966,665
GOLDEN CROWN	04/13/1990	74/048,603	06/16/1992	1,694,722
GOLDEN CROWN	12/31/1991	74/229,985	03/07/1995	1,882,418
GRAPE-A-DON	04/06/1993	74/376,552	12/27/1994	1,870,758
HARBORSIDE	09/23/1998	75/557,980	07/20/1999	2,263,293
HARBORSIDE CAFÉ	02/01/1999	75/631,355	09/12/2000	2,386,486
HARVEST CLASSIC		78/863,021		
HARVEST CLASSIC		78/863,041		
JUICY MAGIC	05/06/1997	75/287,563	05/23/2000	2,351,102
PIRATE'S PARADISE	03/17/1999	75/661,928	01/02/2001	2,418,317
RUGGED SAILS	03/17/1999	75/662,317	02/13/2001	2,428,857

MARK	FILED	APPL #	REGDT	REG #
SABER BLUE TIGER	11/21/1997	75/394,245	09/29/1998	2,192,405
SHANSTAR	09/03/1998	75/547,351	10/10/2000	2,394,075
STEGASAURUS	09/06/1993	74/376,553	12/27/1994	1,870,759
TRAXX	03/13/1997	75/256,726	06/09/1998	2,163,690

TRADEMARK COLLATERAL AGREEMENT

This 7th day of November, 2006, CLIFFSTAR CORPORATION, a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at One Cliffstar Avenue, Dunkirk, New York 14048, 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 BANK OF MONTREAL, a Canadian chartered bank ("*BMO*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder defined for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case 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, certain affiliates of Debtor and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

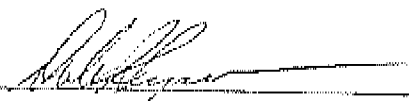
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a 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 Agent 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 Agent 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.

CLIFFSTAR CORPORATION

By 
Name: Dale Payne, Chief Financial Officer

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By _____
Name: _____
Its: _____

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 Agent 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.

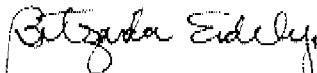
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CLIPSTAR CORPORATION

By _____
Name: Dale Payne, Chief Financial Officer

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as Administrative Agent

By 
Name: Betzaida Erdelyi
Its: Vice President

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT
TRADEMARK LICENSES**

None.