

02/06/2007
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Form PTO-1594 (Rev. 07/05)
OMB Collection 0851-0027 (exp. 6/30/2008)

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

**REGORDATION 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):

USA ONE, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 02/02/2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FIFTH THIRD BANK

Internal

Address: _____

Street Address: 608 MADISON AVENUE

City: TOLEDO

State: OHIO

Country: LUCAS

Zip: 43604

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship OHIO
- 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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE EXHIBIT 1 ATTACHMENT

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: EASTMAN & SMITH LTD.

Internal Address: KENNETH C. BAKER, ESQ.

Street Address: ONE SEAGATE 24TH FLOOR

City: TOLEDO

State: OHIO

Zip: 43604

Phone Number: (419) 241-6000

Fax Number: (419) 247-1777

Email Address: kcbaker@eastmanandsmith.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 40

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

8. Payment Information:

a. Credit Card Last 4 Numbers 0019

Expiration Date 01/2008

b. Deposit Account Number _____

Authorized User Name _____

9. Signatures:



Signature

02/06/2007

Date

KENNETH C. BAKER, ESQ.

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 1480, Alexandria, VA 22313-1480

CP 840.00 2/8/07

EXHIBIT 1

REGISTERED U.S. TRADEMARKS

1. "USA ONE"

U.S. Trademark Registration No. 2,787,172

Registration Date: 11/25/03

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of February 2, 2007 by USA One, Inc., a Delaware corporation ("Grantor") in favor of Fifth Third Bank, doing business in Toledo, Ohio (the "Senior Bank") and Fifth Third Bank, doing business in Cincinnati, Ohio (the "Senior Subordinate Bank", together with the Senior Bank, collectively, the "Banks" and each a "Bank"), as parties to the Security Agreements (as hereinafter defined);

WITNESSETH:

WHEREAS, Bil-Jax, Inc. ("Borrower"), the Grantor's parent, and the Bank are parties to the Credit Agreement of even date herewith (as amended, modified or supplemented, the "Credit Agreement"), pursuant to which the Bank has agreed to extend credit to Borrower on the terms and subject to the conditions set forth therein; and

WHEREAS, Borrower and the Senior Subordinate Bank are parties to the Senior Subordinate Credit Agreement of even date herewith (as amended, modified or supplemented, the "Senior Subordinate Credit Agreement", and together with the Senior Credit Agreement, collectively the "Credit Agreements" and each a "Credit Agreement"), pursuant to which the Senior Subordinate Bank has agreed to extend credit to Borrower on the terms and subject to the conditions set forth therein; and

WHEREAS, as a condition precedent to the extension of credit by Banks to Borrower under the Credit Agreements, the Grantor has, pursuant to Continuing Guaranty Agreements (collectively, "Guaranty"), guaranteed all of Borrower's obligations under the Credit Agreements and is required to execute and deliver this Agreement and to grant to the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Bank, as follows:

SECTION I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty.

SECTION II. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby assign, mortgage, pledge and hypothecate to the Banks, and grant to the Banks a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all copyrights, trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including without limitation, those referred to in Exhibit 1 hereto (all of the foregoing items in this clause (A) being collectively called a "Trademark");

B. all Trademark licenses;

C. all renewals, reissues, continuations, extensions or the like of any Trademarks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses (A) and (B);

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the Trademarks and the other general intangibles of the Grantor and symbolized by the items described in clauses (A) and (B);

E. all rights of action on account of past, present and future unauthorized use of any Trademarks and for infringement of any Trademarks or like protection, including any Trademark, Trademark registration or Trademark license referred to on Exhibit 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

F. the right to file and prosecute applications for copyrights and for registration of trademarks and service marks on any Trademarks or for similar intellectual property in the United States or any other country or place anywhere in the world.

SECTION III. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Banks in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, any other security interest granted to the Banks pursuant to the Security Agreement between the Grantor and each Bank of even date herewith (the "Security Agreements"). The Security Agreements (and all rights and remedies of the Banks hereunder) shall remain in full force and effect in accordance with its terms.

SECTION IV. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Guaranty, the Banks shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION V. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Banks with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreements, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION VI. Collateral Document, etc. This Agreement is a Collateral Document executed pursuant to the Guaranty and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Guaranty. Nothing in this Agreement requires Grantor to maintain the registration of or assert any Trademark.

SECTION VII. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FIFTH THIRD BANK

By: 
Todd A. Hoyt, Senior Vice President

FIFTH THIRD BANK (Senior Subordinate Bank)

By: _____
Harrison S. Mullin, Vice President

USA ONE, INC., a Delaware corporation

By: 
Jeffrey D. Ott, President

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Todd A. Hoyt, Senior Vice President

FIFTH THIRD BANK (Senior Subordinate Bank)

By:  _____
Harrison S. Mullin, Vice President

USA ONE, INC., a Delaware corporation

By: _____
Jeffrey D. Ott, President

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PAGE 9/9 * RCVD AT 2/6/2007 3:38:09 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-3/7 * DNIS:2730140 * CSID:419 247 1777 * DURATION (mm-ss):02-34

TRADEMARK

PAGE 11/11 * RCVD AT 2/20/2007 2:15:05 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-1/17 * DNIS:2730140 * CSID:419 247 1777 * DURATION (mm-ss):00-39

ATTACHMENT NO. 1

TRADEMARK

ATTACHMENT NO. 2

TRADEMARK