

03-25-2008

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



103491898

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):**  
Arctic Glacier Wisconsin, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Wisconsin  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Toronto-Dominion Bank  
Internal  
Address: 18th Floor  
Street Address: Royal Trust Tower, 77 King Street West  
City: Toronto  
State: Ontario  
Country: Canada Zip: M5K 1A2

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other Chartered Bank      Citizenship Canada

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) February 22, 2008

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) \_\_\_\_\_  
B. Trademark Registration No.(s) 1,343,746

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
HOMETOWN & Design

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Stephen G. Janoski  
Internal Address: Roylance, Abrams, Berdo & Goodman, LLP  
Suite 600  
Street Address: 1300 19th Street, N.W.  
City: Washington  
State: D.C. Zip: 20036  
Phone Number: (202) 659-9076  
Fax Number: (202) 659-9344  
Email Address: SGJdocketing@roylance.com


**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

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 03/24/2008 MIAMI 00000038 1343746  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  \_\_\_\_\_ March 20, 2008 \_\_\_\_\_  
Signature Date  
Stephen G. Janoski \_\_\_\_\_ Total number of pages including cover sheet, attachments, and document: 9  
Name of Person Signing

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

3-26-08

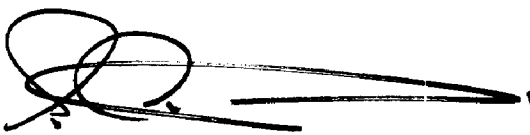
SECURITY INTEREST RECORDATION  
DESIGNATION OF DOMESTIC REPRESENTATIVE

The firm of ROYLANCE, ABRAMS, BERDO & GOODMAN, L.L.P., 1300 19<sup>th</sup> Street, N.W., Suite 600, Washington, D.C. 20036-1649 is hereby the designated representative upon whom notices or process may be served in proceedings affecting the security interest enclosed herewith and/or hereto on behalf of the security interest grantee or receiving party, The Toronto-Dominion Bank.

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the recordation of the security interest enclosed herewith and/or hereto on behalf of the security interest grantee or receiving party, The Toronto-Dominion Bank, declares that he is properly authorized to execute this designation of domestic representative on behalf of the security interest grantee and/or receiving party, The Toronto-Dominion Bank, with full power of substitution and revocation, and to transact all business in the Patent and Trademark Office in connection therewith.

**The Toronto-Dominion Bank**

Date: March 20, 2008

By:   
\_\_\_\_\_

Name: Stephen G. Janoski

Title: Attorney, Domestic Representative for  
Security Interest Grantee

TRADEMARK SECURITY AGREEMENT

(Arctic Glacier Wisconsin Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ARCTIC GLACIER WISCONSIN INC., a Wisconsin corporation (the "Debtor"), and THE TORONTO-DOMINION BANK, as Master Collateral Agent, as defined below (the "Secured Party"), and is executed pursuant to that certain Intercreditor Agreement dated December 9, 2004 among, inter alia, The Toronto-Dominion Bank, as Canadian Agent under the Loan Facility Agreement, John Hancock Life Insurance Company, as Agent under the Note Purchase Agreement, and The Toronto-Dominion Bank, as Master Collateral Agent, future creditors and such parties thereto as the same may be amended, modified, supplemented, restated or replaced from time to time.

Recitals:

A. The Debtor is a party to that certain Master U.S. Security Agreement dated as of December 9, 2004, in favor of Secured Party (as amended, restated, or otherwise modified, the "Security Agreement").

B. Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, which include, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations (as defined under the Intercreditor Agreement).

C. All terms not defined in this Agreement shall have the same meanings herein as are defined in the Intercreditor Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, 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 U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing;

(v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) each trademark registration ("Trademark Registration"); and (c) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"), to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Benefited Creditor Documents (as defined in the Intercreditor Agreement) and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Governing Law; Choice of Forum; Service of Process. (a) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS OTHER THAN §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC OF THE STATE OF NEW YORK; PROVIDED THAT SECURED PARTY AND BENEFITED CREDITORS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER BENEFITED CREDITOR DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA LOCATED IN NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF DEBTOR, SECURED PARTY AND

BENEFITED CREDITORS CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF DEBTOR, SECURED PARTY AND BENEFITED CREDITORS IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTWITHSTANDING THE FOREGOING: (i) SECURED PARTY AND BENEFITED CREDITORS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE DEBTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION SECURED PARTY OR BENEFITED CREDITORS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS SECURED HEREBY AND (ii) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

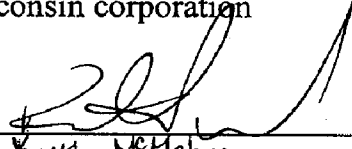
(c) DEBTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO THE DEBTOR AT ITS ADDRESS SET FORTH IN THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILED POSTAGE PREPAID. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF SECURED PARTY OR THE BENEFITED CREDITORS TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 22<sup>nd</sup> day of February, 2008.

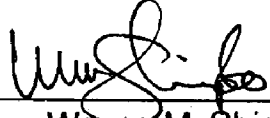
DEBTOR:

ARCTIC GLACIER WISCONSIN INC.,  
a Wisconsin corporation

By:   
Print: Keith McMahon  
Its: President

SECURED PARTY:

THE TORONTO-DOMINION BANK,  
as Master Collateral Agent

By:   
Print: Wayne M. Shiplo  
Its: Vice President  
Loan Syndications

ACKNOWLEDGMENT

THE PROVINCE OF Manitoba

§  
§  
§

CANADA \_\_\_\_\_

Before me Dale R. Melanson on this day personally appeared Keith McMahon, President of ARCTIC GLACIER WISCONSIN INC., a Wisconsin corporation, known to me (~~or proved to me on the oath of~~ DM ~~\_\_\_\_\_~~ or through ~~\_\_\_\_\_~~) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22<sup>nd</sup> day of February, A.D., 2008.



Notary Public in and for the Province of Manitoba

Printed Name of Notary Public:

My Commission Expires:

N/A

**DALE R. MELANSON**  
A NOTARY PUBLIC  
IN AND FOR THE PROVINCE OF MANITOBA  
AIKINS, MacAULAY & THORVALDSON LLP  
30th FL., 360 MAIN STREET  
WINNIPEG, MANITOBA R3C 4G1

THE PROVINCE OF Ontario

§  
§  
§

CANADA \_\_\_\_\_

Before me Gregory Aronson on this day personally appeared Wayne Shiplo, the ~~Vice President, Loan Synd~~ of THE TORONTO-DOMINION BANK, as Master Collateral Agent, known to me ~~(or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_)~~ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of ~~February~~, A.D., 2008.  
March

Gregory Aronson  
Notary Public in and for the  
Province of Ontario

Gregory Lorne Aronson  
Printed Name of Notary Public:

My Commission Expires:

1/1/11

After recording, return to:  
THE TORONTO-DOMINION BANK,  
as Master Collateral Agent  
Royal Trust Tower  
77 King Street West  
18th Floor  
Toronto, Ontario, Canada M5K 1A2  
Attn: Vice President, Loan Syndications-  
Agency (Re: Arctic Glacier)



Schedule 1  
to  
Trademark Security Agreement

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Arctic Glacier Wisconsin Inc.	U.S.	Hometown Mark & Design	No. 1343746	Registration Date 6/25/85; Renewed 8/5/05	International Classes 004, 030, 037, and 039