

10-14-2008

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

80.01.01

1. Name of conveying party(ies):

Crestwood Partners LLC

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

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) October 2, 2008

- 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: U.S. Bank NA

Internal

Address: \_\_\_\_\_

Street Address: 10 West Broad Street - 12th Floor

City: Columbus

State: Ohio

Country: USA Zip: 43215

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Bank 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)

77/398,263 77/404,712 77/468,028

B. Trademark Registration No.(s)

See Attached Exhibit A

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: Kristin Richner, Esq.

Internal Address: \_\_\_\_\_

Street Address: 41 South High Street - Suite 2000

City: Columbus

State: Ohio Zip: 43215

Phone Number: 614-365-2846

Fax Number: 614-365-2499

Email Address: krichner@ssd.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

10/10/2008 DBYRNE 00000078 503810 77398263

01 FC:8521 40.00 DA  
02 FC:8522 225.00 DA  
Deposit Account Number 505570

Authorized User Name Daniel M. Maher

9. Signature:

Kristin Richner, Esq.  
Signature

October 6, 2008  
Date

Kristin Richner, Esq.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

**EXHIBIT A**

**Crestwood Partners LLC  
Trademark Registrations**

**2,020,587**

**2,291,526**

**2,550,548**

**3,260,343**

**3,279,494**

**3,277,951**

**3,431,957**

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# AMENDED SECURITY AGREEMENT

This Business Security Agreement ("Agreement") amends and restates the Security Agreement entered into by and between Crestwood Partners LLC (the "Debtor") and U.S. Bank N.A. (the "Bank") on or about May 24, 2006.

## ARTICLE I. SECURITY INTEREST

**1.1 Grant of Security Interest.** Debtor hereby grants a security interest in and collaterally assigns the Collateral (defined below) to Bank to secure all of Debtor's Obligations (defined below) to Bank. The interest of the parties hereto is that the Collateral secures all Obligations of Debtor to Bank, whether or not such Obligations exist under this agreement or any other agreements, whether now or hereafter existing, between Debtor and Bank or in favor of Bank, including, without limitation, any note, any loan or security agreement, any lease, any mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or banker's acceptance, any agreement for any other services or credit extended by Bank to Debtor even though not specifically enumerated herein, and any other agreement with Bank (together and individually, the "Loan Documents").

**1.2 "Collateral"** means all of the following whether now owned or existing or hereafter acquired by Debtor (or by Debtor with spouse), wherever located (including all documents, general intangibles, additions and accessions, spare and repair parts, special tools, replacements, returned or repossessed goods and books and records relating to the following; and all proceeds, supporting obligations and products of the following) [check all that apply]:

- All accounts, instruments, documents, chattel paper, general intangibles, contract rights, investment property (including any securities entitlements and/or securities accounts held by Debtor), certificates of deposit, deposit accounts, and letter of credit rights; and
- All inventory; and
- All equipment; and
- All fixtures; and
- Specific Collateral (the following, whether consulting instruments, chattel paper, general intangibles, equipment, accounts, inventory, fixtures or other collateral):

Any other assets of the Debtor, including, but not limited to: (1) tax refunds; and (2) all intellectual property now owned or hereafter acquired by the Debtor, including, but not limited to, the patents and trademarks set forth in the attached Schedule A.

In the event only the first three boxes are checked, Debtor acknowledges and agrees that the foregoing collateral description covers all assets (except fixtures) of Debtor. Bank may at any time and from time to time file financing and continuation statements and amendments thereto reflecting the same.

**1.3 "Obligations"** means all Debtors' debts (except for consumer credit if Debtor is a natural person), liabilities, obligations, covenants, warranties, and duties to Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or

incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and all other debts and obligations due Bank under any lease, agricultural, real estate or other financing transaction and regardless of whether such financing is related in time or type to the financing provided at the time of grant of this security interest, and regardless of whether such Obligations arise out of existing or future credit granted by Bank to any Debtor, to any Debtor and others, to others guaranteed, endorsed or otherwise secured by any Debtor or to any debtor-in-possession or other successor-in-interest of any Debtor, and including principal, interest, fees, expenses and charges relating to any of the foregoing.

**1.4 Other Definitions.** Unless otherwise defined, the terms set forth in this Agreement shall have the meanings set forth in the Uniform Commercial Code as adopted in the Loan Documents and as amended from time to time. The defined terms hereunder shall be interpreted in a manner most favorable to Bank.

## **ARTICLE II. WARRANTIES, COVENANTS AND REPRESENTATIONS**

In addition to all other warranties and covenants of Debtor under the Loan Documents which are expressly incorporated herein as part of this Agreement and while any part of the credit granted Debtor under the Loan Documents is available or any Obligations of Debtor to Bank are unpaid or outstanding, Debtor continuously warrants and agrees as follows:

**2.1 Debtor's Name, Location; Notice of Location Changes.** Except as otherwise disclosed to Bank in writing, Debtor's name and organizational structure have remained the same during the past five (5) years. Debtor will continue to use only the name set forth with Debtor's signature unless Debtor gives Bank prior written notice of any change. Furthermore, Debtor shall not do business under another name nor use any trade name without giving ten (10) days prior written notice to Bank. Debtor will not change its status or organizational structure without the prior written consent of Bank. Debtor will not change its location or registration (if Debtor is a registered organization) to another state without prior written notice to Bank. The address appearing in the Article 9 Certificate, if any, is Debtor's chief executive office (or residence if Debtor is a sole proprietor).

**2.2 Status of Collateral.** All Collateral is genuine and validly existing. Except for items of insignificant value or as otherwise reflected in writing by Debtor to Bank under a borrowing base or otherwise, (i) Collateral constituting inventory, equipment and fixtures is in good condition, not obsolete and is either currently saleable or usable; and (ii) Collateral constituting accounts, contract rights, notes, chattel paper and other third party obligations to pay is fully enforceable in accordance with its terms and provides Bank with written notice to the contrary, Debtor has no notice or knowledge of anything that would impair the ability of any third-party obligor to pay any debt to Debtor when due.

**2.3 Ownership; Maintenance of Collateral; Restrictions on Liens and Dispositions.** Debtor is the sole owner of the Collateral free of all liens, claims, other encumbrances and security interests except as permitted in writing by Bank. Debtor shall: (i) maintain the Collateral in good condition and repair (reasonable wear and tear excepted), and not permit its value to be impaired; (ii) not permit waste, removal or loss of identity of the Collateral; (iii) keep the Collateral free from all liens, executions, attachments, claims, encumbrances and security interests (other than Bank's paramount security interest and those permitted in writing by Bank); (iv) defend the Collateral against all claims and legal proceedings by persons other than Bank; (v) pay and discharge when due all taxes, levies and other charges or fees upon the Collateral except for payment of taxes contested by Debtor in good faith by appropriate proceedings so long as no levy or lien has been imposed upon the Collateral; (vi) not lease, sell or transfer the Collateral to any party nor move it to any new location outside of the ordinary course of business; (vii) not permit the Collateral, without the consent of Bank, to become a fixture or an accession to other goods; (viii) not permit the Collateral to be used in violation of any applicable law,

regulation or policy of insurance; and (ix) as to the Collateral consisting of instruments and chattel paper, preserve Banks rights in it against all other parties, Notwithstanding the above, Debtor may sell, lease or transfer inventory in the ordinary course of its business provided that no sale, lease or transfer shall include any transfer or sale in satisfaction (partial or complete) of a debt owed by Debtor; title will not pass to buyer until Debtor physically delivers the goods to buyer or Debtor ships the goods F.O.B. to buyer's destination; and sales and/or leases to Debtor's affiliations shall be for fair market value, cash on delivery, with the proceeds remitted to Bank.

**2.4 Maintenance of Security Interest; Purchase Money Security Interests.** Debtor shall take any action requested by Bank to preserve the Collateral and to establish the value of, the priority of, to perfect, to continue the perfections of or to enforce Bank's interest in the Collateral and Bank's rights under this Agreement; and shall pay all costs and expenses related thereto. Debtor shall also cooperate with bank in obtaining control (for purposes of perfection under the Uniform Commercial Code) of Collateral consisting of a deposit accounts, investment, property, letter of credit rights, electronic chattel paper and any other collateral where Bank any obtain perfection through control. Debtor hereby authorizes Bank to take any and all actions described above and in place of Debtor with respect to the Collateral and hereby ratifies any such actions Bank has taken prior to the date of this Agreement and hereafter, which actions may include, without limitation, filing UCC financing statements and obtaining or attempting to obtain control agreements from holders of the Collateral. Debtor and Bank intend to maintain the full effect of any purchase money security interest granted in favor of Bank notwithstanding the fact that the Collateral so purchased is also pledged as security for other Obligations under the Loan Documents.

**2.5 Collateral Inspections; Modifications and Changes in Collateral.** At reasonable times, Bank may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of such records at Debtor's expense; and Debtor shall assist Bank in so doing. Without Bank's prior written consent, Debtor shall not alter, modify, discount, extend, renew or cancel any Collateral, except for ordinary discounts for prompt payment on accounts, physical modifications to the inventory occurring in the manufacturing process or alterations to equipment which do not materially affect its value. Debtor shall promptly notify Bank in writing of any material change in the condition of the Collateral and of any change in location of the Collateral.

**2.6 Collateral Records, Reports and Statements.** Debtor shall keep accurate and complete records respecting the Collateral in such form as Bank may approve, at such times as Bank may require, Debtor shall furnish to Bank any records/information Bank might require, including, without limitation, a statement certified by Debtor and in such form and containing such information as may be prescribed by Bank showing the current status and value of the Collateral.

**2.7 Chattel Paper, Instruments, Etc.** Chattel paper, instruments, drafts, notes, acceptances, and other documents which constitute Collateral shall be on forms satisfactory to Bank. Debtor shall promptly mark chattel paper to indicate conspicuously Bank's security interest therein, shall not deliver any chattel paper or negotiate instruments to any other entity and, upon request, shall deliver all original chattel paper, instruments, drafts, notes, acceptances and other documents which constitute Collateral to Bank.

**2.8 United States Government Contracts.** If any accounts or contract rights arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor shall promptly notify Bank and execute any writings required by Bank so that all money due or to become due under such contracts shall be assigned to bank under the Federal Assignment of Claims Act.

**2.9 Environmental Matters.** Except as disclosed in written schedule attached to this Agreement (if no schedule is attached, there are no exceptions), there exists no uncorrected violation by Debtor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions

and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" shall mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. Debtor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that Debtor (i) has violated any Environmental Laws; (ii) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (iii) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. There are not now, nor to Debtor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by Debtor during the periods that Debtor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To Debtor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect Debtor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject Debtor to Remedial Action or other liability. Debtor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which require a financial contribution by Debtor or Remedial Action or other response by or on the part of Debtor under Environmental Laws, or which seeks damages, or civil, criminal or punitive penalties from Debtor for an alleged violation of Environmental Laws.

**2.10 Insurance.** Debtor will maintain insurance to such extent, covering such risks and with such insurers as is usual and customary for businesses operating similar properties, and as is satisfactory to Bank, including insurance for fire and other risks insured against by extended or comprehensive coverage, public liability insurance and workers' compensation insurance; and will designate Bank as loss payee with a "Lender's Loss Payable" endorsement on any casualty policies and take such other action as Bank may reasonably request to ensure that Bank will receive (subject to no other interests) the insurance proceeds of the Collateral. Debtor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to Bank the proceeds of all such insurance and any premium refund; and authorizes Bank to endorse Debtor's name to effect the same, to make, adjust or settle, in Debtor's name, any claim on any insurance policy relating to the Collateral; and, at the option of Bank, to apply such proceeds and refunds to the Obligations or to restoration of the Collateral, returning any excess to Debtor. In the event of any failure of the Debtor to obtain or maintain any insurance required hereunder, the Bank shall have the authority, but not the obligation, to obtain any such insurance coverage, and the Debtor shall immediately reimburse the Bank for the cost thereof, together with interest on such amount at the highest rate of interest then accruing on any of the Obligations.

## **2.11 Intellectual Property.**

### **2.11.1 Representations and Warranties.**

- (a) Schedule A lists all intellectual property ("Intellectual Property"), including all patents and trademarks, owned by Debtor in its own name on the date hereof.
- (b) On the date hereof, all Intellectual Property owned by Debtor is valid, subsisting, unexpired and enforceable and has not been abandoned.

(c) Except as set forth in Schedule A, none of the Intellectual Property owned by Debtor is the subject of any licensing or franchise agreement pursuant to which Debtor is the licensor or franchisor.

(d) Debtor owns and possesses or has a license or other right to use all Intellectual Property as is necessary for the conduct of the business of Debtor, without any infringement upon rights of others.

## **2.11.2 Covenants.**

(a) Debtor will (i) continue to use each trademark material to its business in order to maintain such trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such trademark, (iii) use such trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such trademark unless Lender shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such trademark may become invalidated or impaired in any way.

(b) Debtor will not do any act, or omit to do any act, whereby any patent material to its business may become forfeited, abandoned or dedicated to the public.

(c) Debtor will not do any act that knowingly uses any Intellectual Property material to its business to infringe the intellectual property rights of any other person.

(d) Debtor will notify Lender immediately if it knows, or has reason to know, that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, or any court or tribunal in any country) regarding, Debtor's ownership of, or the validity of, any Intellectual Property or Debtor's right to register the same or to own and maintain the same.

(e) Whenever Debtor shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, Debtor shall report such filing to Lender within two weeks thereof. Upon the request of Lender, Debtor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any patent and trademark and the goodwill and general intangibles of Debtor relating thereto or represented thereby.

(f) Debtor will take all reasonable and necessary steps to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration, of all Intellectual Property owned by it.

(g) In the event that any Intellectual Property is infringed upon or misappropriated or diluted by a third party, Debtor shall (i) take such actions as Debtor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) promptly notify Lender after it learns thereof and, to the extent, in its reasonable

judgment, Debtor determines it appropriate under the circumstances, sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

### **ARTICLE III. RIGHTS AND DUTIES OF BANK**

In addition to all other rights (including setoff) and duties of Bank under the Loan Documents which are expressly incorporated herein as a part of this Agreement, the following provisions shall also apply:

**3.1 Authority to Perform for Debtor.** Debtor presently appoints any officer of Bank as Debtor's attorney-in-fact (coupled with an interest and irrevocable while any Obligations remain unpaid) to do any of the following upon default by Debtor hereunder (notwithstanding any notice requirements or grace/cure periods under this or other agreements between Debtor and Bank); (i) to file, endorse or place the name of Debtor on any invoice or document of title relating to accounts, drafts against customers, notices to customers, notes, acceptances, assignments of government contracts, instruments, financing statements, checks, drafts money orders, insurance claims, or payments or other documents evidencing payment or a security interest relating to the Collateral; (ii) to receive open and dispose of all mail addressed to Debtor and to notify the Post Office authorities to change the address for delivery of mail addressed to Debtor to an address designated by Bank; (iii) to do all such other acts and things necessary to carry out Debtor's duties under this agreement and the other Loan Documents; and (iv) to perfect, protect and/or realize upon Bank's interest in the Collateral. If the Collateral includes funds or property in depository accounts, Debtor authorizes each of its depository institutions to remit to Bank, without liability to Debtor, all of Debtor's funds on deposit with such institution upon written direction by bank after default by Debtor hereunder. All acts by Bank are hereby ratified and approved, and Bank shall not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

**3.2 Verification and Notification; Bank's Right.** Bank may verify Collateral in any manner, and Debtor shall assist Bank in so doing. Upon the occurrences of a default hereunder, Bank may at any time and Debtor shall, upon request of Bank, notify the account debtors to make payment directly to Bank; and Bank may enforce collection of, sell, settle, compromise, extend or renew the indebtedness of such account debtors; all without notice to or the consent of Debtor. Until account debtors are so notified, Debtor, as agent of Bank, shall make collections on the Collateral. Bank may at any time notify any ballee possessing Collateral to turn over the Collateral to Bank.

**3.3 Collateral Preservation.** Bank shall use reasonable care in the custody and preservation of any Collateral in its physical possession but in determining such standard of reasonable care, Debtor expressly acknowledges that Bank has no duty to (i) insure the Collateral against hazards; (ii) ensure that the Collateral will not cause damage to property or injury to third parties; (iii) protect it from seizure, theft or conversion by third parties, third parties' claims or acts of God; (iv) give to Debtor any notices received by Bank regarding the Collateral; (v) perfect or continue perfection of any security interest in favor of Debtor; (vi) perform any services, complete any work-in-progress or take any other action in connection with the management or maintenance of the Collateral; or (vii) sue or otherwise effect collection upon any accounts even if Bank shall have made a demand for payment upon individual account debtors. Notwithstanding any failure by Bank to use reasonable care in preserving the Collateral, Debtor agrees that Bank shall not be liable for consequential or special damages arising therefrom.

**3.4 Setoff.** As additional security for the payment of the Obligations, Debtor hereby grants to bank a security interest in a lien on and an express contractual right to set off against all depository account balances, cash and any other property of Debtor now or hereafter in the possession of Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff"). Bank may, at any time upon the



occurrence of a default hereunder (notwithstanding any notice requirements or grace/cure periods under this or other agreements between Debtor or Borrower and Bank), Setoff against the Obligations whether or not the Obligations (including future installments) are then due or have been accelerated, all without any advance or contemporaneous notice or demand of any kind to Debtor, such notice and demand being expressly waived.

#### ARTICLE IV. DEFAULTS AND REMEDIES

**4.1 Defaults.** Bank may enforce its rights and remedies under this Agreement upon default. A default shall occur if Debtor fails to comply with the terms of any Loan Documents (including this Agreement or any guaranty by Debtor), a demand for payment is made under a demand loan, or any other obligor fails to comply with the terms of any Loan Documents for which Debtor has given Bank a guaranty or pledge.

**4.2 Cumulative Remedies; Notice; Waiver.** In addition to the remedies for default set forth in the Loan Documents, Bank upon default shall have all other rights and remedies for default provided by the Uniform Commercial Code, as well as any other applicable law and this Agreement, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO REPOSSESS, RENDER UNUSABLE AND/OR DISPOSE OF THE COLLATERAL WITHOUT JUDICIAL PROCESS. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which Bank would otherwise have. With respect to such rights and remedies:

- (a) **Assembling Collateral; Storage; Use of Debtor's Name/Other Property.** Bank may require Debtor to assemble the Collateral and to make it available to Bank at any convenient place designated by Bank. Debtor recognizes that Bank will not have an adequate remedy in Law if this Obligation is breached and accordingly, Debtor's obligation to assemble the Collateral shall be specifically enforceable. Bank shall have the right to take immediate possession of said Collateral and Debtor irrevocably authorizes Bank to enter any of the premises wherever said Collateral shall be located, and to store, repair, maintain, assemble, manufacture, advertise and sell, lease or dispose of (by public sale or otherwise) the same on said premises until sold, all without charge or rent to Bank. Bank is hereby granted an irrevocable license to use, without charge, Debtor's equipment, inventory, labels, patents, copyrights, franchises, names, trade secrets, trade names, trademarks and advertising matter and any property of a similar nature; and Debtor's rights under all licenses and franchise agreements shall inure to Bank's benefit. Further, Debtor releases Bank from obtaining a bond or surety with respect to any repossession and/or disposition of the Collateral.
- (b) **Notice of Disposition.** Written notice, when required by law, sent to any address of Debtor in this Agreement, at least five (5) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice but less notice may be reasonable under the circumstances. Notification to account debtors by Bank shall not be deemed a disposition of the Collateral. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.
- (c) **Possession of Collateral/Commercial Reasonableness.** Bank shall not, at any time, be obligated to either take or retain possession or control of the Collateral. With respect to Collateral in the possession or control of Bank, Debtor and Bank agree that as a standard

for determining commercial reasonableness, Bank need not liquidate, collect, sell or otherwise dispose of any of the Collateral if Bank believes, in good faith, that disposition of the Collateral would not be commercially reasonable, would subject Bank to third-party claims or liability, that other potential purchasers could be attracted or that a better price could be obtained if Bank held the Collateral for up to 2 years. Bank may sell Collateral without giving any warranties and may specifically disclaim any warranties of title or the lie. Furthermore, Bank may sell the Collateral on credit (and reduce the Obligations only when payment is received from the Buyer), at wholesale and/or with or without an agent or broker; and Bank need not complete process, repair, clean-up or otherwise prepare the Collateral prior to disposition. If the purchaser fails to pay for the Collateral, Bank may resell the Collateral and Debtor shall be credited with the cash proceeds of the sale. Bank may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

- (d) **Waiver by Debtor.** Bank has no obligation and Debtor waives any obligation to attempt to satisfy the Obligations by collecting the obligations from any third parties and Bank may release, modify or waive any collateral provided by any third party to secure any of the obligations, all without affecting Bank's rights against Debtor. Debtor further waives any obligation on the part of Bank to marshal any assets in favor of Debtor or in payment of the Obligations. Notwithstanding any provisions in this Agreement or any other agreement between Debtor and Bank, Debtor does not waive any statutory rights except to the extent that the waiver thereof is permitted by law.
- (e) **Waiver by Bank.** Bank may permit Debtor to attempt to remedy any default without waiving its rights and remedies hereunder, and Bank may waive any default without waiving any other subsequent or prior default by Debtor. Furthermore, delay on the part of Bank in exercising any right, power or privilege hereunder or at all shall not operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension shall be deemed to have occurred unless Bank has expressly agreed in writing specifying such waiver or suspension.

## ARTICLE V. MISCELLANEOUS

**All other provisions in the Loan Documents are expressly incorporated as a part of this Agreement.**

**5.1 Deposit with Bank.** At any time upon default, Bank may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Bank, shall not be commingled with any other funds or property of Debtor and shall be turned over to bank in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the business day following the day of their receipt. All proceeds of Collateral received by Bank directly or from Debtor shall be applied against the Obligations in such order and at such times as Bank shall determine.

**5.2 Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Agreement, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDED SECURITY AGREEMENT as of ~~September~~, 2008.

*October 2*

Crestwood Partners LLC

Debtor Name (Organization)


An Ohio limited liability company

By 

Name and Title Richard Adamany, Member and President

**SCHEDULE A**

**Trademarks:**

Registration #	Status	Filing Date	Issue Date	Country	Trademark	Production Application
2,020,587	Registered	10/23/1995	12/3/1996	USA	SWISS-TECH	All
2,291,526	Registered	2/5/1998	11/9/1999	USA	UTILI-KEY	Utili-Key Family
2,550,548	Registered	7/7/1999	3/19/2002	USA	SCREWBALL	ScrewBall Family
3,260,343	Registered	2/2/2006	7/10/2007	USA	MICRO-PLUS	Micro-Plus Family
3,279,494	Registered	1/13/2006	8/14/2007	USA	SCREWZ-ALL	Screwz-All Family
3,277,951	Registered	3/21/2006	8/7/2007	USA	BODYGARD	BodyGard Family
3,431,957	Registered	11/13/2006	5/20/2008	USA	BODYGARD SURVIVOR	BodyGard Survivor Family
<del>77/307,107</del>	<del>Filed</del>	<del>10/18/2007</del>		USA	<del>THE ULTIMATE SURVIVOR-TOOL</del>	<del>Sporting Goods Series</del>
77/398,263	Filed	2/15/2008		USA	TRANSFORMER	Screwdriver 11-in-1 Series
77/404,712	Filed	2/25/2008		USA	MICRO-MAX	Multi-Function 19-in1 Series
	Filed	5/7/2008		USA	SMART-RULE	Ultrasonic Measuring Device
TMA484927	Registered	10/29/1997		CA	SWISS-TECH	All

*Red*  
*MD*

*Red*  
*MD*

SGR Docket No.	App. No.	Patent No.	Status	Filing	Date Issue	Expire	Country	Description	Product Application
034042.006	08/075715	D405953	Granted	7/16/1997	2/23/1999	2/23/2013	US	KEYRING TOOL	Utili-Key Family
034042.007	08/268261	5481856	Granted	6/29/1994	2/20/1996	6/29/2014	US	FOLDABLE MULTIPLE FUNCTION TOOL	Micro-Tech, Micro-Plus, Micro-Pro Family
034042.008	08/207545	6109147	Granted	12/8/1998	8/29/2000	12/8/2018	US	HEXAGONAL TOOL BIT SET	N/A
034042.009	08/673643	6112352	Granted	8/12/1997	9/5/2000	6/12/2017	US	KEYRING TOOL	Utili-Key Family
034042.010	29/205172	D514512	Granted	5/11/2004	2/7/2006	2/7/2020	US	DOCKING STATION WITH MICRO-CLOCK OR MICRO-COMPASS	Micro-Pro w/ Digital Clock Models
034042.010CA	108963	108963	Granted	11/9/2004	7/18/2006	7/18/2016	CA	DOCKING STATION WITH MICRO-CLOCK OR MICRO-COMPASS	Micro-Pro w/ Digital Clock Models
034042.011	29/205171	D514063	Granted	5/11/2004	1/31/2006	1/31/2020	US	MICRO FLASHLIGHT DOCKING STATION	Micro-Pro w/ Flashlight Models
034042.011CA	108962	108962	Granted	11/9/2004	7/18/2006	7/18/2016	CA	MICRO FLASH LIGHT DOCKING STATION	Micro-Pro w/ Flashlight Models
034042.013	29/234122	D551802	Granted	7/14/2005	9/25/2007	9/25/2021	US	PERSONAL CARE TOOL	Smart Clip Family
034042.014	29/230442	D522519	Granted	5/23/2005	8/6/2006	8/6/2020	US	MICRO-PRO FLASH DRIVE	Micro-Pro w/ USB Flash Drive Models
034042.014DIV1	29/245386	D525247	Granted	12/23/2005	7/18/2006	7/18/2020	US	MICRO-PRO FLASH DRIVE	Micro-Pro w/ USB Flash Drive Models
034042.014EP	000429682/0001-0002	000439682/001	Granted	11/23/2005	2/14/2006	11/23/2030	ECD	MICRO-PRO FLASH DRIVE	Micro-Pro w/ USB Flash Drive Models
034042.018	11/594960		Filed	1/31/2006			US	PERSONAL EMERGENCY DEVICE	Micro-Pro w/ USB Flash Drive Models
034042.021CA	123484		Filed	11/28/2007			CA	HANDHELD EMERGENCY TOOL	BodyGuard 5-in-1
034042.021DES	29/274847	D564387	Granted	5/31/2007	3/18/2008	3/18/2022	US	HANDHELD EMERGENCY TOOL	BodyGuard Survivor
034042.022CA	125542		Filed	4/11/2008			CA	HANDHELD EMERGENCY TOOL	BodyGuard 7-in-1
034042.022DES	29/290040	D575182	Granted	10/15/2007	8/19/2008	8/19/2022	US	HANDHELD EMERGENCY TOOL	BodyGuard 7-in-1
034042.022EP	000913389	000913389	Granted	4/9/2008	4/9/2008	4/9/2033	ECD	HANDHELD EMERGENCY TOOL	BodyGuard 7-in-1
034042.025CA	126781		Filed	7/9/2008			CA	MICRO-FLASHLIGHT DOCKING STATION	Micro-Pro XL Series
034042.025DES	29/300029		Filed	2/12/2008			US	MICRO-FLASHLIGHT DOCKING STATION	Micro-Pro XL Series
034042.025EP			Docketed				ECD	MICRO-FLASHLIGHT DOCKING STATION	Micro-Pro XL Series
034042.026	12/120670		Filed	5/15/2008			US	Portable Tool Kit with Auto-Release Clasp and Expandable Tools	Transformer 11-in-1 Series
034042.026DES	29/317247		Filed	4/25/2008			US	Portable Tool Kit with Auto-Release Clasp and Expandable Tools	Transformer 11-in-1 Series
034042.026DES	29/318155		Filed	5/14/2008			US	Portable Tool Kit with Auto-Release Clasp and Expandable Tools	Transformer 11-in-1 Series
034042.030DES	29/317318		Filed	4/28/2008			US	PORTABLE TOOL SET	Transformer 11-in-1 Series Micro-Max 19-in-1 Series