

12-23-1998



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 U.S. Department of Commerce  
 Patent and Trademark Office  
**TRADEMARK**

 OPR/FINANCE  
**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**☒ New☐ Resubmission (Non-Recordation)  
Document ID # ☐ Correction of PTO ErrorReel #  Frame # ☐ Corrective DocumentReel #  Frame # **Conveyance Type**☐ Assignment☐ License☒ Security Agreement☐ Nunc Pro Tunc Assignment☐ Merger☐ Change of Name☐ Other Effective Date  
Month Day Year

11 30 98

**Conveying Party**☐ Mark if additional names of conveying parties attachedExecution Date  
Month Day Year

11 30 98

Name  Hunter Fan CompanyFormerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization  Delaware**Receiving Party**☐ Mark if additional names of receiving parties attachedName  BankAmerica Business Credit, Inc., as AgentDBA/AKATA Composed of Address (line 1)  40 East 52nd StreetAddress (line 2) Address (line 3)  New York

City

 New York

State/Country

 10022

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other ☐ Citizenship/State of Incorporation/Organization 
 If document to be recorded is an  
 assignment and the receiving party is  
 not domiciled in the United States, an  
 appointment of a domestic  
 representative should be attached.  
 (Designation must be a separate  
 document from Assignment.)

12/22/1998 SSNITH 00000012 75977758

FOR OFFICE USE ONLY

01 FC:481  
02 FC:48240.00 OP  
4375.00 OP

\$14375.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

 Mail documents to be recorded with required cover sheet(s) information to:  
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

 TRADEMARK  
 REEL: 1826 FRAME: 0507 Page 1 of 9

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☒

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

LaShana C. Jimmar

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

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☒ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

	75/557,698	75/350,339
75/557,693	75/557,658	75/350,294
75/556,603	75/557,657	75/350,501
75/557,665	75/553,242	
75/557,878	75/484,171	
75/557,969	75/350,502	
75/557,894	75/350,500	

1,458,213	1,948,929	1,917,805
2,110,210	2,175,786	1,218,309
1,948,930	1,383,287	1,987,653
2,162,839	1,243,499	1,908,330
2,164,671	2,089,719	1,908,329
1,815,727	1,907,246	2,039,355
1,904,911	1,756,672	2,095,857

RECORDATION FORM COVER SHEET  
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Trademark Application Number(s)

Registration Number(s)


1,507,014	786,814	1,622,954
2,038,067	1,388,231	1,560,731
1,403,033	2,128,355	1,763,653
2,115,496	1,388,230	1,759,626
1,801,997	1,801,998	2,182,903
2,117,548	2,115,497	2,184,907
1,381,169	1,758,207	2,088,134

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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Month Day Year

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Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

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Association

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Other

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Trademark Application Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1,663,775	1,861,372	1,923,532
1,405,713	1,863,102	1,991,543
2,005,033	1,609,669	1,908,331
1,923,533	1,909,904	1,940,691
1,985,931	2,100,206	1,761,219
1,240,160	1,952,484	1,752,388
2,183,187	1,942,977	2,041,072

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Trademark Application Number(s)


Registration Number(s)

1,721,691	1,991,542	1,989,259
1,723,501	1,940,688	1,992,033
1,861,373	1,405,714	1,388,229
1,988,833	1,944,824	2,029,006
2,074,122	1,546,291	1,943,516
1,994,243	1,636,071	2,185,631
1,909,905	1,927,954	1,923,534

RECORDATION FORM COVER SHEET  
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FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

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Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)


1,167,155	1,832,107	1,073,112
1,919,534	1,541,442	1,240,159
1,932,163	1,937,438	1,229,546
1,772,313	1,167,152	1,239,275
1,924,560	1,717,865	1,229,547
1,924,561	1,540,370	1,229,545
1,882,037	1,282,348	1,465,339

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Trademark Application Number(s)

Registration Number(s)


1,541,443	1,560,739	1,310,869
1,234,493	1,167,153	1,208,110
2,076,339	1,281,454	1,316,834
1,167,154	1,761,232	1,300,371
1,676,636	1,466,288	1,300,381
1,779,607	1,237,039	1,539,233
1,199,478	2,020,249	1,831,247

TRADEMARK

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**Trademark Application Number(s)**

**Registration Number(s)**


1,882,034	1,259,905	1,605,408
1,638,283	1,201,912	1,769,247
1,541,444	1,926,372	
1,530,753	1,603,611	
1,857,235	2,100,206	
2,00,4,984	1,287,023	
1,244,338	1,769,246	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 30, 1998, by and between HUNTER FAN COMPANY, a Delaware corporation (the "Pledgor") and BANKAMERICA BUSINESS CREDIT, INC., a Delaware corporation (the "Agent"), as agent for itself and the Lenders (as defined below).

### WITNESSETH:

WHEREAS, the Pledgor, the various financial institutions party thereto as lenders (the "Lenders") and the Agent are parties to that certain Loan and Security Agreement dated as of November 30, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to extend credit to the Pledgor from time to time pursuant to the terms and conditions thereof and the Pledgor has granted a security interest in all of its assets to the Agent, for itself and on behalf of the Lenders; and

WHEREAS, the Agent and the Lenders have required that the Pledgor execute and deliver this Agreement (i) in order to secure, as further described below, the payment and performance of, among other things, all Obligations (as defined in the Loan Agreement) of the Pledgor under the Loan Agreement (hereinafter referred to as the "Secured Obligations") and (ii) as a condition precedent to any extension of credit to the Pledgor under the Loan Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Pledgor hereby grants to the Agent, for itself and on behalf the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Pledgor's now owned or existing and

hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (other than any intent-to-use trademark or service mark applications until such time as an amendment to allege use or statement of use has been filed with respect thereto), including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith and (e) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) the goodwill of the Pledgor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. The Pledgor agrees that it will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. The Pledgor represents and warrants that, from and after the Agreement Date, (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (other than any intent-to-use trademark or service mark applications until such time as an amendment to allege use or statement of use has been filed with respect thereto) now owned or held by the Pledgor, and (b) no liens, claims or security interests in such Trademarks have been granted by the Pledgor to any Person other than the Agent and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications (other than any intent-to-use trademark or service mark applications until such time as an amendment to allege use or statement of use has been filed with respect thereto) or (ii) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications (other than any intent-to-use trademark or service mark applications until such time as an amendment to allege use or statement of use has been filed with respect thereto), service mark licenses or service mark license renewals or license agreements whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgor shall give to the Agent prompt written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. The Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks,

trademark applications, service marks, registered service marks and service mark applications (other than any intent-to-use trademark or service mark applications until such time as an amendment to allege use or statement of use has been filed with respect thereto), which are Trademarks under paragraph 4 above or under this paragraph 6 and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (other than any intent-to-use trademark or service mark applications until such time as an amendment to allege use or statement of use has been filed with respect thereto).

7. Royalties. The Pledgor hereby agrees that the use by the Agent and the Lenders, or any of them, of the Trademarks as authorized hereunder in connection with the exercise of their respective rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or any Lender to the Pledgor.

8. Right to Inspect; Further Assignments and Security Interest. The Agent and the Lenders may, during normal business hours, from time to time hereafter have access to, examine, audit, make copies (at the Pledgor's expense) and extracts from and inspect the Pledgor's premises and examine the Pledgor's books, records and operations relating to the Trademarks. The Pledgor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Secured Obligations have been paid in full and the Loan Agreement has been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Pledgor, at the Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Loan Agreement.

10. Duties of the Pledgor. The Pledgor shall have the duty to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement; provided, however, that nothing contained in the foregoing shall prohibit the intentional abandonment of any trademark application or service mark application based upon the prudent business judgment of the Pledgor or the prudent legal judgment of the Pledgor's counsel. The Pledgor further agrees (i) not to abandon any Trademark without the prior written consent of the Agent, and (ii) to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or economically desirable in the operation of the Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgor. The Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor and shall be added to the Secured Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, the Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Pledgor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 11 (including, without limitation, Attorney Costs).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Pledgor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies. (a) The Pledgor hereby irrevocably designates, constitutes and appoints the Agent (and all officers, employees and agents of the Agent designated by the Agent in its sole and absolute discretion) as the Pledgor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Pledgor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone and (iv) take any other actions with respect to the Trademarks as the Agent deems in its best interest and in the best interests of the Lenders. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or any Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the UCC as in effect in the State of New York with respect to the Trademarks, the Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. The Pledgor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail, before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon the Pledgor and the Agent and their respective nominees, successors and assigns, and shall inure to the benefit of the Pledgor and the Agent and their respective nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that the Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of New York without reference to the conflicts or choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Agent" shall be a reference to the Agent for the benefit of itself and for ratable benefit of the Lenders, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Agent for its benefit and for the ratable benefit of the Lenders.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement.

Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

22. Merger. This Agreement represents the final agreement of the Pledgor and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Pledgor and the Agent.

23. Effectiveness. This Agreement shall become effective on the Closing Date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed  
before me this 24 day of  
November, 1998.

**HUNTER FAN COMPANY**

By: [Signature]  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**NOTARY PUBLIC**

Accepted and agreed to as of the day and  
year first above written.

[Signature]  
My Commission Expires:

~~MAURICIO MENA~~  
~~NOTARY PUBLIC, State of New York~~  
~~No. 01ME6004609~~  
~~Qualified in New York County~~  
~~Commission Expires March 23, 2000~~

Sworn to and subscribed  
before me this 25 day of  
November, 1998.

**BANKAMERICA BUSINESS CREDIT, INC.,  
as Agent**

By: [Signature]  
Name: PATRICK J WILSON  
Its: V.P.

**NOTARY PUBLIC**

Accepted and agreed to as of the day and  
year first above written.

[Signature]  
My Commission Expires:  
5/11/2000

**FRANK N. DAGOSTINO**  
Notary Public State of New York  
No. 314996102  
Qualified in New York County  
Commission Expires May 11, 2000

TRADEMARK SECURITY AGREEMENT



**SCHEDULE 1  
TRADEMARK SECURITY AGREEMENT  
HUNTER FAN COMPANY**

1-800-4HUNTER	Published	75/977,758	30-Sep-97
1886 LIMITED EDITION	Registered	1,458,213	22-Sep-87
1886 SERIES	Registered	2,110,210	04-Nov-97
2nd CENTURY ORIGINAL	Registered	1,948,930	16-Jan-96
AIRMAX	Registered	2,162,839	02-Jun-98
ALL-FAN	Registered	2,164,671	09-Jun-98
AUTO TEMP	Registered	1,815,727	11-Jan-94
AUTO TEMP PLUS	Registered	1,904,911	11-Jul-95
BRENTWOOD COLLECTION	Registered	1,948,929	16-Jan-96
BRIGHT BRASS FINISH(Des)	Supp. Reg.	2,175,786	21-Jul-98
CARLTON	Registered	1,383,287	18-Feb-86
CASBAH	Registered	1,243,499	28-Jun-83
CHATEAU	Pending	75/557,893	22-Sep-98
CLAIRMONT	Registered	2,089,719	19-Aug-97
CLARION	Registered	1,907,246	25-Jul-95
COASTAL BREEZE	Registered	1,756,672	09-Mar-93
COLONIAL	Registered	1,917,805	12-Sep-95
COMFORT BREEZE	Registered	1,218,309	30-Nov-82
COMFORT MONITOR	Registered	1,987,653	16-Jul-96
COOL REVOLUTIONS	Registered	1,908,330	01-Aug-95
CUSTOM HOME	Registered	1,908,329	01-Aug-95
DEL SOL	Registered	2,039,355	18-Feb-97
DESIGN CRAFT	Registered	2,095,857	09-Sep-97
DESIGN CRAFT (Design)	Registered	2,118,020	02-Dec-97
DESIGNER'S CHOICE	Registered	1,917,807	12-Sep-95
DIMENSIONS	Registered	2,154,960	08-May-98
ECLIPSE	Published	74/568,357	22-Sep-98
ECLIPSE	Registered	1,798,616	12-Oct-93
EMBASSY COLLECTION	Registered	1,925,331	10-Oct-95
ENERGY MONITOR	Registered	1,577,130	09-Jan-90
FANTASY FLYER SERIES	Registered	2,020,134	03-Dec-96
GEORGETOWN COLLECTION	Registered	1,972,300	07-May-96
HANDSFREE	Pending	75/481,777	08-May-98
HEPATECH	Registered	2,200,386	27-Oct-98
HUNTER	Registered	1,507,014	04-Oct-88
HUNTER	Registered	2,038,067	18-Feb-97
HUNTER	Registered	1,403,033	29-Jul-86
HUNTER	Registered	2,115,496	25-Nov-97
HUNTER (and Design)	Registered	1,801,997	02-Nov-93
HUNTER (and Design)	Registered	2,117,548	02-Dec-97
HUNTER (Block Letters)	Registered	1,381,169	04-Feb-86
HUNTER (BLOCK)	Registered	786,814	16-Mar-65
HUNTER (Stylized Logo)	Registered	1,388,231	01-Apr-86
HUNTER Building the Best..	Registered	2,128,355	13-Jan-98

**SCHEDULE 1 (cont'd)**  
**TRADEMARK SECURITY AGREEMENT**  
**HUNTER FAN COMPANY**

HUNTER SINCE 1886	Registered	1,388,230	01-Apr-86
HUNTER SINCE 1886 (Des)	Registered	1,801,998	02-Nov-93
HUNTERFAN.COM	Registered	2,115,497	25-Nov-97
INFINITI	Registered	1,758,207	16-Mar-93
INNOVA	Registered	1,622,954	29-Oct-91
INSTALLER'S CHOICE	Registered	1,560,731	17-Oct-89
INTEGRA	Registered	1,763,653	06-Apr-93
JUST RIGHT	Registered	1,759,626	23-Mar-93
KENROY	Registered	2,182,903	18-Aug-98
KI (and Design)	Registered	2,184,907	25-Aug-98
LANDSOWNE COLLECTION	Registered	2,088,134	12-Aug-97
LEGACY	Registered	1,663,775	05-Nov-91
LOW PROFILE	Registered	1,405,713	19-Aug-86
LOW PROFILE II	Pending	74/547,201	08-Jul-94
MASTER SUITE COLLECTION	Registered	2,005,033	01-Oct-96
MAYFAIR	Registered	1,923,533	03-Oct-95
MILLENNIUM	Registered	1,985,931	09-Jul-96
MISC. FAN DESIGN	Registered	1,240,160	31-May-83
NEWPORT	Registered	2,183,187	25-Aug-98
ONE TOUCH	Registered	1,861,372	01-Nov-94
ONE TOUCH SELECT 'N SAVE	Registered	1,863,102	15-Nov-94
ORIGINAL	Registered	1,609,669	14-Aug-90
ORION	Registered	1,909,904	08-Aug-95
PALISADES	Registered	2,100,206	23-Sep-97
PASSPORT II SERIES	Registered	1,952,484	30-Jan-96
PIEDMONT	Registered	1,942,977	19-Dec-95
PLAZA	Registered	1,923,532	03-Oct-95
PREFERENCE	Registered	1,991,543	06-Aug-96
QUANTUM	Registered	1,908,331	01-Aug-95
QUIET BREEZE	Registered	1,940,691	12-Dec-95
REGALIA	Pending	75/557,692	22-Sep-98
ROYALTYE	Registered	1,761,219	30-Mar-93
ROYALTYE R DESIGN	Registered	1,752,388	16-Feb-93
SENSI-TOUCH	Registered	2,041,072	25-Feb-97
SET 'N SAVE I	Registered	1,721,691	06-Oct-92
SET 'N SAVE II	Registered	1,723,501	13-Oct-92
SET 'N SAVE II PLUS	Registered	1,861,373	01-Nov-94
SEVILLE	Registered	1,988,833	23-Jul-96
SHOWCASE COLLECTION	Registered	2,074,122	24-Jun-97
SHOWCASE COLLECTION	Registered	1,994,243	13-Aug-96
SILENT BREEZE	Registered	1,909,905	08-Aug-95
SOJOURN	Registered	1,991,542	06-Aug-96
SOUTHERN CLASSIC	Registered	1,940,688	12-Dec-95
SPEEDRING	Pending	75/484,152	08-May-98
STUDIO SERIES	Registered	1,405,714	19-Aug-86
SUMMER BREEZE	Registered	1,944,824	02-Jan-96
SUMMER BREEZE	Registered	1,546,291	04-Jul-89
SUMMER BREEZE PLUS	Pending	75/555,806	22-Sep-98
SWITCHBLADES	Registered	1,636,071	26-Feb-91

**SCHEDULE 1 (cont'd)**  
**TRADEMARK SECURITY AGREEMENT**  
**HUNTER FAN COMPANY**

THE ALCOVE	Pending	75/556,602	22-Sep-98
THE BAINBRIDGE	Pending	75/557,693	22-Sep-98
THE BAYPORT	Pending	75/556,603	22-Sep-98
THE BEACON HILL	Pending	75/557,665	22-Sep-98
THE BERKSHIRE	Registered	1,989,259	23-Jul-96
THE BERKSHIRE ESTATE			
COLLECTION	Registered	1,992,033	06-Aug-96
THE BRIGHTON	Pending	75/557,878	22-Sep-98
THE COTILLION	Pending	75/557,969	22-Sep-98
THE GREENWICH	Pending	75/557,894	22-Sep-98
THE HEIRLOOM	Pending	75/557,698	22-Sep-98
THE KENSINGTON	Pending	75/557,658	22-Sep-98
THE ORIGINAL HUNTER			
SINCE 1886	Registered	1,388,229	01-Apr-86
THE POTOMAC	Registered	2,029,006	07-Jan-97
THE QUIET FAN	Registered	1,943,516	26-Dec-95
THE SAVOY`	Pending	75/557,657	22-Sep-98
THE SEA AIR SERIES	Registered	2,185,631	01-Sep-98
THE VISTA	Pending	75/553,242	15-Sep-98
ULTIMA	Registered	1,923,534	03-Oct-95
VILLA COLLECTION	Registered	1,927,954	17-Oct-95
WHISPERWIND 2000	Pending	75/484,171	08-May-98
20th CENTURY LIMITED	Registered	1,167,155	01-Sep-81
AIRFLOW BY CASABLANCA	Registered	1,919,534	19-Sep-95
ALANA	Registered	1,932,163	31-Oct-95
ALLSEASONS	Registered	1,772,313	18-May-93
ALPINE	Registered	1,924,560	03-Oct-95
ARIA	Registered	1,924,561	03-Oct-95
ARTISAN	Registered	1,882,037	07-Mar-95
ATLANTIS	Registered	1,832,107	19-Apr-94
AVALON	Registered	1,541,442	30-May-89
BEL AIR	Registered	1,937,438	21-Nov-95
BROADWAY LIMITED	Registered	1,167,152	01-Sep-81
CALIFORNIA COOL	Registered	1,717,865	22-Sep-92
CALIFORNIA ZEPHYR	Registered	1,540,370	23-May-89
CAMBRIDGE	Registered	1,282,348	19-Jun-84
CASABLANCA	Registered	1,073,112	13-Sep-77
CASABLANCA (and design)	Registered	1,240,159	31-May-83
CASABLANCA (Logo & Design)	Registered	1,229,546	08-Mar-83
CASABLANCA (Logo & color design)	Registered	1,239,275	24-May-83
CASABLANCA (Logo)	Registered	1,229,547	08-Mar-83
CASABLANCA (Logo)	Registered	1,229,545	08-Mar-83
CASABLANCA LIGHTING	Registered	1,465,339	17-Nov-87
CASCADE	Registered	1,541,443	30-May-89
CENTURY 9000	Registered	1,234,493	12-Apr-83
CLAIREMONT	Registered	2,076,339	01-Jul-97
COLUMBIA II	Registered	1,167,154	01-Sep-81
COMFORT TOUCH	Registered	1,676,636	25-Feb-92
CONSTELLATION	Registered	1,779,607	29-Jun-93

**SCHEDULE 1 (cont'd)**  
**TRADEMARK SECURITY AGREEMENT**  
**HUNTER FAN COMPANY**

DELTA	Registered	1,199,478	29-Jun-82
EASY-LOCK	Registered	1,560,739	17-Oct-89
ESTRADA	Pending	75/350,502	02-Sep-97
FOUR SEASONS	Registered	1,167,153	01-Sep-81
GALLERY EDITION	Registered	1,281,454	12-Jun-84
GENESIS	Registered	1,761,232	30-Mar-93
HALOGEN STAR	Registered	1,466,288	24-Nov-87
HANG-TRU	Registered	1,237,039	10-May-83
HERMOSA	Registered	2,020,249	03-Dec-96
HOME SAFE	Registered	1,310,869	25-Dec-84
HOMESTEAD CEILING FANS	Registered	1,208,110	14-Sep-82
HOMESTEAD SUPERFAN (and Des.)	Registered	1,316,834	29-Jan-85
INTELI-TOUCH	Registered	1,300,371	16-Oct-84
LANAI	Published	75/350,500	01-Sep-98
LIGHT MINDER	Registered	1,300,381	16-Oct-84
MALIBU STAR	Registered	1,539,233	15-May-89
METROPOLITAN	Published	75/350,339	02-Sep-97
MONTCLAIR	Registered	1,831,247	19-Apr-94
NEW ORLEANS CENTENNIAL	Registered	1,201,912	20-Jul-82
NEXT GENERATION	Registered	1,926,372	10-Oct-95
NOUVELLE	Published	75/350,294	01-Sep-98
OUTSIDER	Registered	1,603,611	26-Jun-90
PALISADES	Registered	2,100,206	23-Sep-97
PANAMA 5	Registered	1,287,023	24-Jul-84
PORTOFINO	Registered	1,769,246	04-May-93
SAN MARINO	Registered	1,605,408	10-Jul-90
SANTA CRUZ	Registered	1,769,247	04-May-93
SATURN	Registered	1,882,034	07-Mar-95
STEALTH	Registered	1,638,283	19-Mar-91
UTOPIAN	Published	75/350,501	01-Sep-98
VENTURA	Registered	1,541,444	30-May-89
VENUS	Registered	1,530,753	21-Mar-89
VENUS HALO	Registered	1,857,235	04-Oct-94
VERSA-TOUCH	Registered	2,004,984	01-Oct-96
VICTORIA	Registered	1,244,338	05-Jul-83
VICTORIAN	Registered	1,259,905	06-Dec-83