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Form PTO-1594
(Rev. 6-93)

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commi ... ord the attached original documents or copy thereof.

1. Name of conveying party(ies):
Key Tech Corp.

☐ Individual(s) ☐ Associ
☐ General Partnership ☐ Limited
☒ Corporation-State: **Washington**
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

04-20-2000
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #30

2. Name and address of receiving party(ies):
Name: **U.S. Bank National Association**
Address:
ddress: **1420 Fifth Avenue, 11th Floor**
eattle State: **WA** ZIP: **98101**
dual(s) citizenship
ciation
eral Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other **national banking association**

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)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **January 28, 2000**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,839,947**
1,506,729 **2,196,408**

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Paul T. Parker**
Internal Address: **Perkins Coie**
Street Address: **1201 Third Avenue, Suite 4800**
City: **Seattle** State: **WA** ZIP: **98101**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41): ..... **$ 90.00**
☒ Enclosed
☐ Authorized to be charged to deposit account
☒ Charge any additional fees/credit any overpayment to Deposit Account No. 50-0665

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Paul T. Parker	Paul Parker	April 11, 2000
Name of Person Signing	Signature	Date

05/15/2000 DCORTES 00000023 1506729

Total number of pages comprising cover sheet, attachments and document: **6**

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

112187-6094/SL003700.2671

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) ("Agreement"), dated as of January 28, 2000, is between KEY TECH CORP., a Washington corporation ("Grantor"), and U.S. BANK NATIONAL ASSOCIATION ("Lender").

WITNESSETH

WHEREAS, pursuant to a Credit Agreement dated as of January 28, 2000 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), between Grantor and Lender, Lender has committed to extend certain credit facilities to Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the initial extensions of credit under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the extensions of credit to Grantor pursuant to the Credit Agreement, Grantor agrees with Lender as follows:

1. 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 Security Agreement.

2. Grant of Security Interest

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Lender, and grant to Lender a security interest in, for its benefit and the benefit of Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not; and all common law rights thereto, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment I hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment I hereto,

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b),

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a), (b), and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment I hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license

3. Security Agreement

This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Lender 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, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon payment in full of all Secured Obligations and the termination of all Commitments, Lender shall, at Grantor's expense, execute and deliver to 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.

5. Acknowledgment

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Loan Document, Etc.

This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. 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.

KEY TECH CORP.

By: _____
Daniel L. Barnett, President

Notice Address:

12420 Evergreen Drive
Mukilteo, Washington 98275
Attention: Dan Barnett
Facsimile No.: (425) 348-6083

U.S. BANK NATIONAL ASSOCIATION

By _____
Derek Watanabe, Vice President

Notice Address:

1420 Fifth Avenue, 11th Floor
Seattle, Washington 98101
Attention: Derek Watanabe
Facsimile No.: (206) 344-2887

ATTACHMENT I
To Agreement (Trademark)

KeyTech Corp. owns or has applied for the following trademarks in the following jurisdictions

a. KeyTech owns the mark "Lock N' Pop" in the United States (No. 1506729), expiration December 4, 2008.

b. KeyTech also owns the mark "Lock N' Pop" in the following foreign jurisdictions:

Australia	No. A471,669	August 27, 2008
Benelux	No. 574310	May 3, 2001
CanadaNo.	TMA353,396	March 23, 2004
France	No. 1660289	May 2, 2001
Germany	No. 1174243	September 30, 2007
Japan	No. 2595361	Must be renewed between May 30 and Nov. 30, 2003.
Italy	No. 624803	July 1, 2001
Mexico	No. 412082	August 23, 2001.
Singapore	No. 3766/92	May 21, 2002.
Sweden	236357	June 12, 2002
U.K.	No. 1463580	May 7, 2008 for "adhesives included in Class 1, for application to the exterior of shipping cartons, bags and the like, to prevent or retard slippage."
U.K.	No. 1216275	April 5, 2005 for "chemical preparations for use in industry"

c. KTC owns the mark "Wrap & Lock" (U.S. No. 2,196,408). Registration expires on October 13, 2008.

d. KTC owns the mark "Tylock", U.S. Registration No. 1,839,947. Registration will expire on June 24, 2004.

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