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



101700108

### 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 Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other **SCHEDULE 1, EXHIBIT A & B**

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

- Formerly
- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)      
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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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: 002285 FRAME: 0256

**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.

Trudy Gerber  
Name of Person Signing

[Signature]  
Signature

4/20/02  
Date Signed

SECURITY AGREEMENT

This Agreement executed at 400 California Street, San Francisco, CA 94104-1302, on January 5, 1999

by Michael Michaud and Carol Hastings OWNER(S) OF COLLATERAL (herein called "Debtor").

As security for the payment and performance of all of Debtor's obligations to **UNION BANK OF CALIFORNIA, N.A.**, (herein called "Bank"), irrespective of the manner in which or the time at which such obligations arose or shall arise, and whether direct or indirect, alone or with others, absolute or contingent, Debtor does hereby grant a continuing security interest to Bank in all personal property (herein called "Collateral"), whether now or hereafter owned or in existence described as

**A. MOTOR VEHICLES:**

YEAR	TRADE NAME	BODY TYPE	SERIAL NUMBER	NEW OR USED	NUMBER OF CYLINDERS

**B. OTHER:**

"Collateral", as defined in Schedule 1 hereto, all terms of which are incorporated herein by reference.

INITIAL  
*MM CH*

The Collateral described above will be maintained at Stonewall Canyon Road Highway #146, Soledad, Monterey County, California 93960, and any other location.

**C. ALL PERSONAL PROPERTY OF ANY KIND WHICH IS DELIVERED TO OR IN THE POSSESSION OR CONTROL OF BANK OR ITS AGENTS;  
D. PROCEEDS OF ANY OF THE ABOVE-DESCRIBED PROPERTY.** The grant of a security interest in proceeds does not imply the right of Debtor to sell or dispose of any Collateral described herein without the express consent in writing by Bank.

The maximum amount of indebtedness to be secured at any one time is unlimited unless an amount is inserted here N/A MAXIMUM AMOUNT  
(\$ N/A ).

(To be completed only if an accommodation)

OWNER(S) OF COLLATERAL  
is executing this Agreement as an Accommodation Debtor only and his liability is limited to the security interest created in Collateral described herein.  
The Debtor being accommodated is N/A

All terms and conditions on the reverse side hereof are incorporated herein as though set forth in full.

Michael Michaud  
Michael Michaud

Carol Hastings  
Carol Hastings

# SCHEDULE 1

**Schedule 1 to that certain Security Agreement dated January 5, 1999, executed by Michael Michaud and Carol Hastings ("Debtor") in favor of Union Bank of California, N.A.**

All present and hereafter acquired personal property including but not limited to all accounts, chattel paper, instruments, contract rights, general intangibles, goods, equipment, inventory, documents, certificates of title, deposit accounts, returned or repossessed goods, fixtures, farm products, poultry, livestock, crops, timber, minerals (including oil and gas) and mineral rights, commercial tort claims, insurance claims, rights and policies, letter of credit rights, investment property, and the proceeds, products, parts, accessories, attachments, accessions, replacements, substitutions, additions, and improvements of or to each of the foregoing.

All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A & B attached hereto ("Trademarks"); and all amendments, renewals and extensions of any of the Trademarks; and all proceeds, including insurance proceeds of any of the foregoing.

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