

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Powerscourt Group II, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 06/16/2004

2. Name and address of receiving party(ies)

Name: LaSalle Business Credit, LLC

Internal Address: Suite 425

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 613,246; 627,117; 643,668; 1,046,198; 927,433

Additional number(s) attached Yes No

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

Name: Daniel A. Crowe, Esq.

Internal Address: Suite 3600

Street Address: 211 North Broadway

City: St. Louis State: MO Zip: 63102-2750

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

02-4467

DO NOT USE THIS SPACE

9. Signature.

Daniel A. Crowe Name of Person Signing

Daniel A. Crowe Signature

07/26/2004 Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$140.00 024467 0613246

**GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, POWERSCOURT GROUP II, INC., a Missouri corporation (the "**Grantor**") is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, as agent for itself and the other Lenders, having its principal offices at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of June 16, 2004, between the Grantor and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

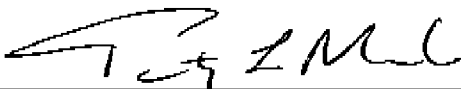
This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security of the 16<sup>th</sup> day of June, 2004.


**GRANTOR:**

POWERSCOURT GROUP II, INC.,  
a Missouri corporation

By:   
Print Name: Timothy Marlo  
Title: Secretary / CFO

**GRANTEE:**

LASALLE BUSINESS CREDIT, LLC,  
a Delaware limited liability company

By:   
Print Name: DONALD A. TOMLINSON  
Title: V.P.

STATE OF Missouri  
St. Louis  
COUNTY OF St. Louis

On this 10th day of June, 2004, before me personally came Marlo Demathy, to me known, who, being by me duly sworn did depose and say that he is the Secretary / CEO of POWERSCOURT GROUP II, INC., a Missouri corporation, the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Roxie Montes Klein

Notary Public  
ROXIE MONTES KLEIN  
St. Louis County  
My Commission Expires  
September 28, 2007



My Commission Expires: \_\_\_\_\_

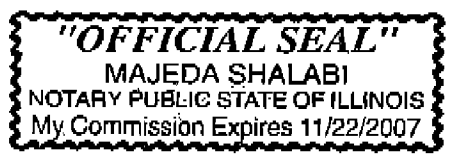
STATE OF ILLINOIS )  
COUNTY OF COOK )

On this 8<sup>th</sup> day of July, 2004, before me personally came Donald A. Tomlinson, to me known, who, being by me duly sworn did depose and say that he is the VICE PRESIDENT of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Majeda Shalabi  
Notary Public

My Commission Expires: 11/22/2007



**SCHEDULE A**

**TRADEMARKS**

**SCHEDULE 11(s)**

**INTELLECTUAL PROPERTY**

1. Halben owns the following Trade Marks:

a. LASCO BRAND (stylized)

Serial No.:	71589365
Registration No.:	613246
Filing Date:	December 15, 1949
Registration Date:	September 27, 1955
Class:	U.S. 046 (International Class 029, 030)
Status:	Active
First Use Date:	January 2, 1943
Renewal Date:	September 27, 2005

b. LASCO (stylized)

Serial No.:	71690589
Registration No.:	627117
Filing Date:	July 1, 1955
Registration Date:	May 15, 1956
Class:	U.S. 046 (International Class 029, 030, 032)
Status:	Active
First Use Date:	December 31, 1940
Renewal Date:	May 15, 2006

c. LASCO (stylized)



Serial No.: 71693297  
 Registration No.: 643668  
 Filing Date: August 18, 1955  
 Registration Date: April 2, 1957  
 Class: U.S. 045 (International Class 032)  
 Status: Active  
 First Use Date: December 31, 1941  
 Renewal Date: April 2, 2007

d. LASCO (words only)

Serial No.: 73061199  
 Registration No.: 1046198  
 Filing Date: August 25, 1975  
 Registration Date: August 17, 1976  
 Class: International Class 001, 005, 029, 030, 032  
 Status: Active  
 First Use Date: January 1, 1965  
 Renewal Date: August 17, 2006

e. CHOC-O-DIP (words only)

Serial No.: 72367550  
 Registration No.: 927433  
 Filing Date: August 10, 1970  
 Registration Date: January 18, 1972  
 Class: U.S. 046 (International Class 030)  
 Status: Active  
 First Use Date: March 20, 1970  
 Renewal Date: January 18, 2012