

210104



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To the Honorable Commissioner of Patents &

original documents or copy thereof.

1. Name of conveying party(ies): 2-10-04  
Lincoln Logs Ltd.  
 Individuals  Association  
 General Partnership  Limited Partnership  
 Corporate-State New York  
 Other

2. Name and address of receiving party(ies):  
Name: First Pioneer Farm Credit, ACA  
Internal Address: \_\_\_\_\_  
Street Address: 174 South Road  
City: Enfield State CT ZIP 06082

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

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Agricultural Credit Association

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?  yes  no

Execution Date: October 7, 2003

4. Application number(s) or patent number(s):  
A. Trademark Application No(s)  
See Schedule A attached  
Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
See Schedule A attached

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Judy Radoccia  
Internal Address: Edwards & Angell, LLP  
Street Address: 101 Federal Street  
City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved ..... 10  
7. Total fee (37 CFR 3.41)..... \$265.00  
 Enclosed  
 Authorized to be charged to deposit account  
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.*  
Judy Radoccia Judy Radoccia 2/5/04  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document 7

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

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**SCHEDULE A TO TRADEMARK  
RECORDATION FORM COVER SHEET**

***Trademark Registrations***

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LINCOLN LOGS LTD. (and Design)	1,768,657	May 4, 1993
CASHCO	1,535,750	April 18, 1989
THERMO-HOME	1,231,130	March 15, 1983
CHECKMATE	1,354,840	August 20, 1985
LINCOLN	1,160,018	July 7, 1981
STACK'N BUILD	1,184,773	January 5, 1982
LINCOLN-SEAL	1,565,916	November 14, 1989
WEATHERBLOC (and Design)	1,344,433	June 25, 1985

***Trademark Applications***

<u>Mark</u>	<u>Serial No.</u>	<u>Issue Date</u>
ROOF DESIGN	76/512,688	May 8, 2003
THE ORIGINAL LINCOLN LOGS LTD.	76/496,256	March 10, 2003

## TRADEMARK ASSIGNMENT

This Assignment of and grant of security interest in trademark rights dated as of October 7, 2003, is made by Lincoln Logs Ltd., a New York corporation ("Assignor"), to and in favor of First Pioneer Farm Credit, ACA ("Lender").

WITNESSETH

WHEREAS, pursuant to that certain Revolving Credit and Loan Agreement dated as of October 7, 2003 (as amended from time to time, the "Loan Agreement"), Lender has agreed to make Loans and other extensions of credit to Assignor upon the terms and conditions therein, which Loans and credits shall be used for the benefit of Assignor; and

WHEREAS, pursuant to the Loan Agreement, Assignor has executed a certain Security Agreement dated October 7, 2003, in favor of Lender (the "Security Agreement").

Now, therefore, in connection with and in consideration of the foregoing, the Assignor assigns and agrees as follows:

SECTION 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 or provided by reference in the Loan Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Assignor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, all of its trademarks, whether registered with the United States Patent and Trademark Office or with any other entity, or arising by common law or otherwise, listed on Schedule A hereto, to Lender to security the payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Incorporation by Reference. The Assignor does hereby further agree and affirm that the rights and remedies of the Lender with respect to the security interest in the trademarks 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 herein by this reference as if fully set forth herein.

SECTION 5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[end of page; the next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have caused Trademark Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LINCOLN LOGS LTD.

By: William J. Thyne  
William J. Thyne,  
Chief Financial Officer

FIRST PIONEER FARM CREDIT, ACA

By: James Papai Vice President  
~~James Papai~~, authorized officer  
Christopher M. Truso, Vice President

**SCHEDULE A**

***U.S. / Federal***

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LINCOLN LOGS LTD. (and Design)	1,768,657	May 4, 1993
CASHCO	1,535,750	April 18, 1989
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<u>Mark</u>	<u>Serial No.</u>	<u>Issue Date</u>
ROOF DESIGN	76/512,688	May 8, 2003
THE ORIGINAL LINCOLN LOGS LTD.	76/496,256	March 10, 2003

***Canada***

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LINCOLN LOGS LTD. (and Design)	TMA249962	August 29, 1980 (renewed August 29, 1995)
EARLY AMERICAN LOG HOMES	TMA249961	August 29, 1980 (renewed August 29, 1995)
THERMO LOG	TMA381459	March 15, 1991
THERMO-HOME	TMA261955	August 28, 1981 (renewed August 28, 1996)
LINCOLN SEAL	TMA389093	September 27, 1991
STACK'N BUILD	TMA256166	February 20, 1981 (renewed February 20, 1996)

***U.S. / State***

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THE ORIGINAL LINCOLN LOGS	AR	15596	May 29, 1996
THE ORIGINAL LINCOLN LOGS	CA	44472	March 24, 1995
THE ORIGINAL LINCOLN LOGS	CT	9386	September 9, 1994
THE ORIGINAL LINCOLN LOGS	DE	17692	October 15, 1996
THE ORIGINAL LINCOLN LOGS	ID	15480	September 12, 1996

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THE ORIGINAL LINCOLN LOGS	IA	115244	July 29, 1996 (non-renewed)
THE ORIGINAL LINCOLN LOGS	MA	50067	September 7, 1994
THE ORIGINAL LINCOLN LOGS	NE	NE3000021957	June 3, 1996
THE ORIGINAL LINCOLN LOGS <sup>1</sup>	NJ	TM12867	September 7, 1994
THE ORIGINAL LINCOLN LOGS	NY	R27767	October 14, 1994
THE ORIGINAL LINCOLN LOGS	MD	9700077	January 15, 1997
THE ORIGINAL LINCOLN LOGS	NV	Book 29/Page 215	July 17, 1996
THE ORIGINAL LINCOLN LOGS	UT	36704	September 16, 1996
THE ORIGINAL LINCOLN LOGS	KS	KS3000004230	May 30, 1996
THE ORIGINAL LINCOLN LOGS	WY	31504	September 17, 1996
THE ORIGINAL LINCOLN LOGS	IN	50103926	July 31, 1996
THE ORIGINAL LINCOLN LOGS	AK	2755	July 30, 1996
THE ORIGINAL LINCOLN LOGS	MS	MS3000003915	June 5, 1996
THE ORIGINAL LINCOLN LOGS	LA	LA3000026597	May 28, 1996
THE ORIGINAL LINCOLN LOGS	MO	513555	April 4, 1996
THE ORIGINAL LINCOLN LOGS	VT	7385	September 2, 1994
THE ORIGINAL LINCOLN LOGS	MT	17905	May 12, 1994
THE ORIGINAL LINCOLN LOGS	SD	SD3000002607	June 13, 2004
THE ORIGINAL LINCOLN LOGS	SC	SC3000007323	July 11, 1996 (non-renewed)
THE ORIGINAL LINCOLN LOGS	NM	TK96061103	June 11, 1996
THE ORIGINAL LINCOLN LOGS	OR	T30789	July 29, 1996
THE ORIGINAL LINCOLN LOGS	OK	27825	March 1, 1996
THE ORIGINAL LINCOLN LOGS	KY	10468	December 2, 1994
THE ORIGINAL LINCOLN LOGS	TN	TN3000002284	October 7, 1994
THE ORIGINAL LINCOLN LOGS	WA	23437	September 6, 1994
THE ORIGINAL LINCOLN LOGS	AZ	37844	June 19, 1996
THE ORIGINAL LINCOLN LOGS	CO	19961041025	March 25, 1996
THE ORIGINAL LINCOLN LOGS	IL	78905	August 6, 1996

<sup>1</sup>Registered to Lincoln Logs, Ltd.