

09-14-2004

9-10-04

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102770491

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

To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

1. Name of conveying party(ies): Anthony, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 1, 2004

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital Internal Address: Street Address: 222 N. LaSalle Street, 16th FL City: Chicago State: IL Zip: 60601

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

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) See Attached Schedule A

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

Additional number(s) attached Yes No

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

Name: Kristin Brozovic

Internal Address:

Street Address: c/o Latham & Watkins LLP 233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic Name of Person Signing

Kristin Brozovic Signature

9/9/04 Date

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

09/13/2004 ECOOPER 00000030 1549861

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

01 FC:8521 40.00 OP 02 FC:8522 375.00 OP 03 FC:8523 120.00 OP

TRADEMARK REEL: 002935 FRAME: 0554

SCHEDULE A

<u>Trademark</u>	<u>Trademark Application/Registration Number</u>
ANTHONY	1549861
ANTHONY & design	1040522
ANGLASS (Block Letter)	1398543
ARDCO	1529583
DISPLAYRITE	1875177
GLIDEMATIC	1488291
SCAN-X	1120902
SWINGLINE 3	1289961
TEMPUR-GARD	1023774
VANGARD	1904334
AI	78/174428
AI and Design	78/174443
CONNEXION	2502312
ELIMINAATOR BY ANTHONY and design	78/026895
ELS	78/075759
ELS/CONNEXION	78/075761

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of September, 2004 by ANTHONY INC., a Delaware corporation ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, the other Credit Parties names therein and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged and to secure the payment and performance of the Obligations, Grantor agrees, for the benefit of the Grantee and the Lenders as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ANTHONY, INC.

By: 
Name: P. Michael Stewart
Title: Chief Financial Officer and Secretary

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Its: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

See Attached

Sch. A-1

Trademark List by Country

Anthony International

Trademark	Country	Status	App No./ App Date	Reg No./ Reg Date	Class	JMBM No.
AI & Design	Australia	Registered	950395 11-Apr-2003	950395 03-Nov-2003	6, 9, 11, 19	60816-1104
ANTHONY	Australia	Renewed	324356 23-Nov-1978	8324356 08-Apr-1983	11	60816-1008
ANTHONY & Design	Australia	Registered	744948 26-Sep-1997	744948 05-Jun-1998	11	60816-1020
ANTHONYDOORS	Australia	Registered	868772 12-Mar-2001	868772 05-Dec-2002	6, 9, 11, 19, 36, 37, 40	60816-1067
CONNEXION	Australia	Registered	759177 07-Apr-1998	759177 30-Oct-2001	9, 11	60816-1024
ELIMINATOR BY ANTHONY & Design	Australia	Registered	868773 12-Mar-2001	868773 23-Sep-2002	6, 9, 11, 19	60816-1051
ARDCO	Benelux	Registered	38630 11-Mar-1977	347502 06-May-1998	6, 19	60816-1084
AI & Design	Brazil	Published	825429315 14-Apr-2003		6	60816-1105
AI & Design	Brazil	Published	825429323 14-Apr-2003		9	60816-1118
AI & Design	Brazil	Published	825429331 14-Apr-2003		11	60816-1119
AI & Design	Brazil	Published	825429340 14-Apr-2003		19	60816-1120
AI & Design	Canada	Pending	1174866 17-Apr-2003		6, 9, 11, 19	60816-1106
ANTHONY	Canada	Registered	634094 12-Jun-1989	370172 29-Jun-1990	6	60816-1002
ANTHONY & Design	Canada	Renewed	380627 18-Nov-1974	212805 19-Mar-1976	6	60816-1012
ARDCO	Canada	Registered	364101 03-May-1973	201284 23-Aug-1974	11, 19	60816-1085
CONNEXION	Canada	Registered	875350 16-Apr-1998	532036 31-Aug-2000	6	60816-1025
ELIMINATOR BY ANTHONY & Design	Canada	Pending	1096074 15-Mar-2001		11	60816-1052
GLIDEMATIC	Canada	Registered	593669 19-Oct-1987	364727 02-Feb-1990	11	60816-1095
SWINGLINE 180	Canada	Renewed	334893 22-Jul-1970	177524 06-Aug-1971	19	60816-1099
THERMOBANK	Canada	Registered	673890 17-Jan-1991	399610 26-Jun-1992	11	60816-1128
ARDCO	Denmark	Registered	A388577 29-Sep-1977	VR1980/0062 01-Feb-1980	11	60816-1086
AI & Design	European Union	Pending	3115334 31-Mar-2003		6, 9, 11, 19	60816-1107
ARDCO	European Union	Published	2840650 05-Sep-2002		6, 9, 11, 20	60816-1087

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Trademark List by Country

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Trademark	Country	Status	App No./ App Date	Reg No./ Reg Date	Class	JMBM No.
CONNEXION	European Union	Registered	804880 22-Apr-1998	804880 29-May-2002	6, 9, 11	60816-1026
ELIMINATOR BY ANTHONY & Design	European Union	Registered	2108397 28-Feb-2001	2108397 06-Aug-2002	6, 9, 11, 19	60816-1053
ELS	European Union	Pending	2547958 24-Jan-2002		6, 9, 19	60816-1037
ANTHONY	France	Registered	962059 19-Oct-1988	1527313 14-Aug-1998	6, 11, 19	60816-1005
ANTHONY & Design	France	Registered	1290730 06-Sep-1994	1290730 25-Nov-1984	19, 20	60816-1019
ANGLOSS (Stylized)	Germany	Registered	A26608/21W Z	A26608/21W Z	21	60816-1127
ANTHONY	Germany	Registered	A45229/11W Z	A45229/11W Z	11	60816-1007
ANTHONY & Design	Germany	Registered	A2655119WZ	A2655119WZ	19, 20	60816-1016
ARDCO	Germany	Pending	A29071/11W Z	A29071/11W Z	11	60816-1088
ANTHONY	Italy	Renewed	M199C00943 O	M199C00943 O	11	60816-1006
ANTHONY & Design	Italy	Renewed	M199C00942 9	M199C00942 9	11	60816-1011
AI & Design	Japan	Registered	2003-28651	2003-28651	9, 11	60816-1108
ANGLOSS (Stylized)	Japan	Registered	3-63287	3-63287	JP 7	60816-1126
ANTHONY	Japan	Renewed	63-110495	63-110495	6, 9, 19, 21	60816-1003
ANTHONY	Japan	Registered	2001-9883	2001-9883	11	60816-1004
ANTHONY & Design	Japan	Registered	3-63296/91	3-63296/91	9 (JP 7)	60816-1015
CONNEXION	Japan	Registered	10-32668	10-32668	9, 11	60816-1027
AI & Design	Mexico	Registered	595314	595314	6	60816-1109
AI & Design	Mexico	Pending	595315	595315	9	60816-1115
AI & Design	Mexico	Registered	595316	595316	11	60816-1116
AI & Design	Mexico	Registered	595317	595317	19	60816-1117
ANTHONY	Mexico	Registered	339633	339633	11	60816-1022

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Trademark	Country	Status	App No. / App Date	Reg No. / Reg Date	Class	JMBM No.
ANTHONY & Design	Mexico	Registered	339634 14-Jul-1998	750043 31-May-2002	11	60816-1021
ANTHONYDOORS	Mexico	Registered	476395 19-Mar-2001	713315 30-Aug-2001	6	60816-1070
ANTHONYDOORS	Mexico	Registered	476396 19-Mar-2001	700036 29-May-2001	9	60816-1071
ANTHONYDOORS	Mexico	Registered	476397 19-Mar-2001	770519 27-Nov-2002	11	60816-1072
ANTHONYDOORS	Mexico	Registered	476398 19-Mar-2001	700037 29-May-2001	19	60816-1073
CONNEXION	Mexico	Registered	330218 22-Apr-1998	771576 29-Nov-2002	9	60816-1028
CONNEXION	Mexico	Registered	330219 22-Apr-1998	631740 29-Oct-1999	11	60816-1029
ELIMINAATOR BY ANTHONY & Design	Mexico	Registered	476391 19-Mar-2001	717015 27-Sep-2001	6	60816-1054
ELIMINAATOR BY ANTHONY & Design	Mexico	Registered	476392 19-Mar-2001	776519 31-Jan-2003	9	60816-1055
ELIMINAATOR BY ANTHONY & Design	Mexico	Pending	476393 19-Mar-2001		11	60816-1056
ELIMINAATOR BY ANTHONY & Design	Mexico	Registered	476394 19-Mar-2001	714202 31-Aug-2001	6, 9, 11, 19	60816-1057
ELS	Mexico	Registered	529054 23-Jan-2002	763763 30-Sep-2002	9	60816-1039
ELS	Mexico	Registered	529055 23-Jan-2002	776751 31-Jan-2003	11	60816-1040
ELS	Mexico	Pending	529053 23-Jan-2002		6	60816-1121
AI & Design	New Zealand	Published	676244 31-Mar-2003		6	60816-1110
AI & Design	New Zealand	Published	676245 31-Mar-2003		9	60816-1111
AI & Design	New Zealand	Published	676246 31-Mar-2003		11	60816-1112
AI & Design	New Zealand	Published	676247 31-Mar-2003		19	60816-1113
ANTHONYDOORS	New Zealand	Registered	633672 21-Nov-2000	633671 05-Aug-2002	6	60816-1074
ANTHONYDOORS	New Zealand	Registered	633673 21-Nov-2000	633672 05-Aug-2002	9	60816-1075
ANTHONYDOORS	New Zealand	Registered	633674 21-Nov-2000	633673 05-Aug-2002	11	60816-1076
ANTHONYDOORS	New Zealand	Registered	633671 21-Nov-2000	633674 05-Aug-2002	19	60816-1077
ANTHONYDOORS	New Zealand	Registered	636280 18-Apr-2001	636280 07-Oct-2002	40	60816-1078

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Trademark	Country	Status	App No./ App Date	Reg No./ Reg Date	Class	JMBM No.
ELIMINAATOR BY ANTHONY & Design	New Zealand	Registered	633670 20-Sep-2000	633670 13-Sep-2001	6	60816-1058
ELIMINAATOR BY ANTHONY & Design	New Zealand	Registered	633675 20-Sep-2000	633675 13-Sep-2001	9	60816-1059
ELIMINAATOR BY ANTHONY & Design	New Zealand	Registered	633676 20-Sep-2000	633676 13-Sep-2001	11	60816-1060
ELIMINAATOR BY ANTHONY & Design	New Zealand	Registered	633677 20-Sep-2000	633677 13-Sep-2001	19	60816-1061
ELS	New Zealand	Registered	651640 25-Jul-2001	651640 05-Aug-2002	6	60816-1042
ELS	New Zealand	Registered	651641 25-Jul-2001	651641 05-Aug-2002	9	60816-1043
ELS	New Zealand	Registered	651643 25-Jul-2001	651643 05-Aug-2002	19	60816-1125
ARDCO	Norway	Registered	772640 29-Sep-1977	104798 17-Apr-1980	11	60816-1089
AI & Design	South Africa	Pending	2003/05705 07-Apr-2003		6	60816-1114
AI & Design	South Africa	Pending	2003/05706 07-Apr-2003		9	60816-1122
AI & Design	South Africa	Pending	2003/05707 07-Apr-2003		11	60816-1123
AI & Design	South Africa	Pending	2003/05708 07-Apr-2003		19	60816-1124
CONNEXION	South Africa	Registered	98/06631 21-Apr-1998	98/06631 03-Jan-2002	6	60816-1030
CONNEXION	South Africa	Registered	98/05865 07-Apr-1998	98/05865 16-Jan-2002	9	60816-1031
CONNEXION	South Africa	Registered	98/05913 07-Apr-1998	98/05913 03-Jan-2002	11	60816-1032
ELIMINAATOR BY ANTHONY & Design	South Africa	Pending	2001/03638 02-Mar-2001		6	60816-1062
ELIMINAATOR BY ANTHONY & Design	South Africa	Pending	2001/03639 01-Mar-2001		9	60816-1063
ELIMINAATOR BY ANTHONY & Design	South Africa	Pending	2001/03640 02-Mar-2001		11	60816-1064
ELIMINAATOR BY ANTHONY & Design	South Africa	Pending	2001/03641 02-Mar-2001		19	60816-1065
ELS	South Africa	Pending	2002/00457 15-Jan-2002		6	60816-1045
ELS	South Africa	Pending	2002/00458 15-Jan-2002		9	60816-1046

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Trademark	Country	Status	App No. / App Date	Reg No. / Reg Date	Class	JMBM No.
ELS	South Africa	Pending	2002/00459 15-Jan-2002		11	60816-1047
ELS	South Africa	Pending	2002/00460 15-Jan-2002		19	60816-1048
ARDCO	Sweden	Renewed	197704428 23-Sep-1977	168545 20-Jul-1979	11	60816-1090
ANTHONY	United Kingdom	Registered	1360823 18-Oct-1988	1360823 01-Feb-1991	11	60816-1009
ANTHONY & Design	United Kingdom	Registered	2198094 21-May-1999	2198094 28-Jul-2000	11	60816-1049
AI	United States	Suspended	78/174428 15-Oct-2002		6, 9, 11, 17, 19, 20	60816-1102
AI & Design	United States	Suspended	78/174443 15-Oct-2002		6, 9, 11, 17, 19, 20	60816-1103
ANGLASS	United States	Registered	73/565764 29-Oct-1985	1398543 24-Jun-1986	19	60816-1018
ANTHONY	United States	Registered	73/790682 03-Apr-1989	1594861 08-May-1990	6	60816-1001
ANTHONY & Design	United States	Registered	73/066911 24-Oct-1975	1040522 01-Jun-1976	11	60816-1017
ARDCO	United States	Registered	73/705373 13-Jan-1988	1529583 14-Mar-1989	11, 19, 20, 21	60816-1083
CONNEXION	United States	Registered	75/377495 22-Oct-1997	2502312 30-Oct-2001	6, 9, 11, 19	60816-1023
DISPLAYRITE	United States	Registered	74/451368 21-Oct-1993	1875177 24-Jan-1995	11	60816-1093
ELIMINATOR BY ANTHONY & Design	United States	Allowed	78/026895 20-Sep-2000		6, 9, 11, 20	60816-1050
ELS	United States	Published	78/075759 25-Jul-2001		6, 9, 11, 20	60816-1034
ELS/CONNEXION	United States	Published	78/075761 25-Jul-2001		6, 9, 11, 19	60816-1033
GLIDEMATIC	United States	Registered	73/655962 20-Apr-1987	1488291 17-May-1988	11	60816-1094
SCAN-X	United States	Renewed	73/110687 27-Dec-1976	1120902 26-Jun-1979	9	60816-1097
SWINGLINE 3	United States	Registered	73392739 29-Sep-1982	1289961 14-Aug-1984	11	60816-1098
TEMPER-GARD	United States	Registered	73034946 18-Oct-1974	1023774 28-Oct-1975	19	60816-1100
VANGARD	United States	Registered	74/540207 20-Jun-1994	1904334 11-Jul-1995	11	60816-1101

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