# JP \$40.00 25340

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PMG Acquisition LLC		103/24/2004	limited liability company: KENTUCKY

### **RECEIVING PARTY DATA**

Name:	Wachovia Bank, National Association, as Collateral Agent	
Street Address:	201 South College Street	
Internal Address:	CP-8	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28288	
Entity Type: national banking association: UNITED STATES		

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2534005	HOME GROWN. WORLD WISE.

### **CORRESPONDENCE DATA**

Fax Number: (919)416-8339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919 286-8049

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	08/08/2005 TRADEMARK
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Total Attachments: 4

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### NOTICE

OF

### GRANT OF SECURITY INTEREST

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### TRADEMARKS

### [United States Patent and Trademark Office]

Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of March 2004 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Debtors party thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association, as Collateral Agent (the "Agent") for the secured parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the benefit of the Secured Parties:

### **TRADEMARKS**

Description of

Trademark No.

Trademark

Date of Trademark

See Schedule A

### TRADEMARK APPLICATIONS

Description of Trademark

Trademark Application No. Applied For

Date of Trademark

Application

See Schedule A

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TRADEMARK REEL: 003136 FRAME: 0632 The Obligors and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PMG ACQUISITION LLC

By: Richard & Partn

Name: RICHARD E. PAXTON Title: VP

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent

By:	
Name:	
Title:_	

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acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PMG ACQUISITION LLC

By:\_\_\_\_\_
Name:\_\_\_\_\_
Title:\_\_\_\_\_

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: fefrey M. Proc.
Name: Jeffrey M. Grac.
Title: Director

### Schedule 1

# PMG Acquisition LLC (Kentucky Limited Liability Company)

## U.S. Trademark

# **Registered Mark**

Description 18 19 22 4 19 19 19 19 19 19 19 19 19 19 19 19 19	Registration No.	Reg. Date
HOME GROWN. WORLD WISE.	2534005	1/29/02

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TRADEMARK REEL: 003136 FRAME: 0635

RECORDED: 08/08/2005 REEL: 003136 FF