

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SALTAIR INC.		01/19/2007	CORPORATION: MAINE

**RECEIVING PARTY DATA**

Name:	TD BANKNORTH, N.A.
Street Address:	One Portland Square
Internal Address:	P.O. Box 9540
City:	Portland
State/Country:	MAINE
Postal Code:	04112-9540
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3097839	COOL·AS·A·MOOSE
Registration Number:	3097840	COOL AS A MOOSE
Registration Number:	2341051	COOL AS A MOOSE
Registration Number:	2345286	COOL AS A MOOSE
Registration Number:	1487887	COOL-AS-A-MOOSE
Registration Number:	2341029	
Registration Number:	2341028	

**CORRESPONDENCE DATA**

Fax Number: (207)774-3833  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (207) 774-3906  
 Email: tleahy@monaghanleahy.com  
 Correspondent Name: Thomas G. Leahy, Esq.  
 Address Line 1: 95 Exchange Street

OP \$190.00 3097839

Address Line 4: Portland, MAINE 04112

ATTORNEY DOCKET NUMBER: BANKNORTH/ARTFORMS

NAME OF SUBMITTER: Thomas G. Leahy

Signature: /Thomas G. Leahy/

Date: 01/19/2007

Total Attachments: 3  
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**TD BANKNORTH, N.A.**  
**SECURITY AGREEMENT**  
**(Short Form for Trademarks)**

This Security Agreement ( this "**Agreement**") is made as of January 19, 2007, by and between **SALTAIR INC.**, a Maine corporation with a mailing address of 90 Bridge Street, Westbrook, Maine 04092 (the "**Debtor**") and **TD BANKNORTH, N.A.**, a national banking association with a place of business in Portland, Maine, and a mailing address of One Portland Square, P.O. Box 9540, Portland, Maine 04112-9540 (the "**Secured Party**").

All capitalized terms not defined herein but defined in the separate long form Security Agreement of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time (the "**Security Agreement**") by and between the Debtor and other parties and the Secured Party, shall have the meanings given to such terms in the Security Agreement.

**Preliminary Statements:**

WHEREAS, the Secured Party has requested that the Debtor enter into the Security Agreement and has agreed to make certain loans (the "**Loans**") to **JOHN K. STONE, IV** (the "**Borrower**"), as provided in two commitment letters dated November 9, 2006, as amended to date, to Borrower (the "**Commitment Letters**"), for which loans Debtor (and others) have provided their joint and several guaranties of even date (in the singular, the "**Guaranty**"); and

WHEREAS, the Debtor owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively the "**Trademarks**"); and

WHEREAS, in order to induce the Secured Party to enter into the Security Agreement and to make the loans described in the Commitment Letters to Borrower, and as a supplement to the Security Agreement, the Secured Party has requested, and the Debtor has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Secured Party to make the loans described in the Commitment Letters, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Secured Party as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Loans and all obligations of Debtor under the Security Agreement, the Debtor does hereby grant to the Secured Party a continuing security interest in and to the Trademarks, together with all registrations of the Trademarks and the applications therefor, in each case together with the goodwill of the

business symbolized by the Trademarks, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same, all in accordance with the terms and provisions of the Security Agreement.


2. The Debtor and the Secured Party hereby expressly acknowledge and agree that all of the rights and remedies of the Secured Party with respect to the security interest granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered under their seals as of the date first above written.

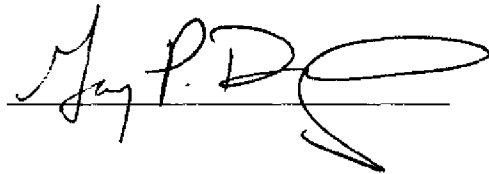
WITNESS:



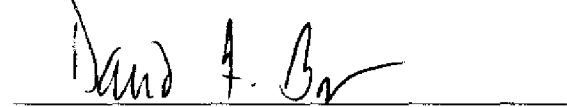
**SALTAIR INC.**, a Maine corporation

  
By John K. Stone, IV  
Its President

WITNESS:



**TD BANKNORTH, N.A.**

  
By David A. Bronson  
Its Senior Vice President

**Schedule 1**

The following patents and trademarks registered with, and the following patents pending with, the United States Patent and Trademark Office, owned by the Debtor:

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
1	<u>78630372</u>	<u>3097839</u>	<u>COOL·AS·A·MOOSE</u>
2	<u>78630395</u>	<u>3097840</u>	<u>COOL AS A MOOSE</u>
3	<u>75699679</u>	<u>2341051</u>	<u>COOL AS A MOOSE</u>
4	<u>75697776</u>	<u>2345286</u>	<u>COOL AS A MOOSE</u>
5	<u>73628458</u>	<u>1487887</u>	<u>COOL-AS-A-MOOSE</u>

**Owned by Saltair Inc. – filed with USP&TO**

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Service Mark</b>
1	75697638	2341029	moose service mark
2	75697566	2341028	moose service mark

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