

07-05-2007



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ARD 7.3.07

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To the Director of the U. S. Pat

Additional documents or the new address(es) below.

7.3.07

**1. Name of conveying party(ies):**

Stark Manufacturing, LLC  
d/b/a Stark Manufacturing of Arkansas, LLC

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: New York
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: U. S. Bank National Association

Internal

Address: Attn: Heather R. Nelson

Street Address: One Riverfront Place, Suite 200

City: North Little Rock

State: AR

Country: USA                      Zip: 72114

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship \_\_\_\_\_
- Other \_\_\_\_\_    Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 06/20/2007

- Assignment                       Merger
- Security Agreement               Change of Name
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76/287363

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

The mark consists of in part, of a smiling robot made of car parts with head lamp holding an airconditioning block and a toolbox.

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

Name: Teresa Robertson

Internal Address: \_\_\_\_\_

Street Address: 120 E. 4th Street

City: Little Rock

State: AR                      Zip: 72201

Phone Number: 501-377-0360

Fax Number: 501-375-1309

Email Address: trobertson@roselawfirm.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

07/03/2007 16:58:36  
49.00 00  
000002/1 76287363

**9. Signature:**

Signature

7/2/2007

Date

Teresa Robertson

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

Stark Manufacturing, LLC, a New York limited liability company, d/b/a Stark Manufacturing of Arkansas, LLC ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to U.S. Bank National Association, a national banking association ("Secured Party"), pursuant to that certain Credit Agreement, entered into by and among Grantor and Secured Party, dated as of June 20, 2007 ( the "Credit Agreement"), a continuing security interest in the following property:

(i) All Trademarks, including, without limitation, those trademarks, trademark registrations and trademark applications listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Grantor under the Credit Agreement and as set out in that certain Security Agreement dated as of June 20, 2007, by and among Grantor and Secured Party (the "Agreement").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the works of authorship, trademarks, trademark registrations and recordings, and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.



Schedule A to  
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DOC's BLOCKS	76/287363	July 19, 2001

162493-1

**TRADEMARK**  
**REEL: 003576 FRAME: 0381**

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(i) All Trademarks, including, without limitation, those trademarks, trademark registrations and trademark applications listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

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(i) All Trademarks, including, without limitation, those trademarks, trademark registrations and trademark applications listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

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