

02-11-2003



2-11-03

RE

102360924 COVER SHEET
PATENTS ONLY

2-11-03

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☒ Other
U.S. Government Agreement
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)
Name (line 2)
Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)
Name (line 2)
Address (line 1)
Address (line 2)
Address (line 3)
City State/Country Zip Code
☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

PATENT
REEL: 013727 FRAME: 0400

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This 25th day of November, 2002, Promark International, Inc. (d/b/a Smith-Victor Corp.), an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 301 N. Colfax Street, Griffith, Indiana 46319-2849, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, trademark application, patent and patent application listed on Schedule A-1 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 all of the inventions described and claimed in connection with each such patent and patent application and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each trademark license and patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license and patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or patent listed on Schedule A-1 hereto or of any trademark or patent licensed under a trademark license or patent license, as applicable, listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure the performance of all Obligations of Debtor as set out in that certain Security Agreement dated November 25, 2002 between the Debtor and the Secured Party (as may be from time to time amended or modified, the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications, trademark licenses, patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of the date first above written.

PROMARK INTERNATIONAL, INC. (D/B/A
SMITH-VICTOR CORP.)

By Kenneth E. Lando
Its: _____

HARRIS TRUST AND SAVINGS BANK

By David J. Beckwith
Its: Vice President

STATE OF ILLINOIS

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) SS

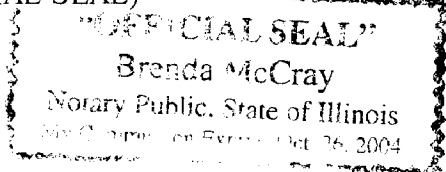
COUNTY OF COOK

)

I, Brenda McCray a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth Orlando, President of Promark International, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of November, 2002.

(NOTARIAL SEAL)



My Commission Expires:

Brenda McCray
Notary Public

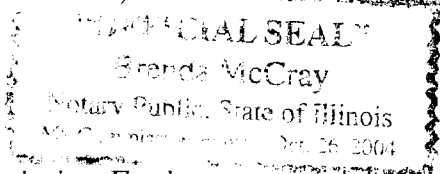
Brenda McCray
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, BRENDA McCRAE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David J. Bechstein, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of November, 2002.

(NOTARIAL SEAL)



My Commission Expires:

Brenda McCray
Notary Public

Brenda McCray
(Type or Print Name)

**SCHEDULE A-1
TO INTELLECTUAL PROPERTY COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS, U.S. PATENTS AND
COMMON LAW TRADEMARKS AND TRADENAMES**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO. / APPLICATION NO.	GRANTED / APPLICATION DATE
STUDIOMAX	2,555,803	June 1, 2001
STUDIOMASTER	2,540,380	May 26, 1959
PERFORMAX	76/396,429	April 16, 2002
ECLIPSE	76/265,317	June 1, 2001
POWERLIGHT	2,292,813	November 18, 1998
PHOTOGENIC	2,298,233	November 18, 1998
MASTER-RAIL	0812126	August 2, 1966
FLASHMASTER	803357	February 8, 1966
VERSATRON	679244	May 26, 1959
PHOTOMASTER	76/265,428	June 1, 2001
DIGILIGHT	2,396,346	September 4, 1998

U.S. PATENTS

PATENT NO. / APPLICATION NO.	DESCRIPTION	ISSUE DATE
No. 5,023,757	Umbrella Type Reflector of Photographic Reflection	June 11, 1991
09/713941	Photographic Umbrella With Reflective and Diffusive Lining	April 16, 2002

COMMON LAW TRADEMARKS AND TRADE NAMES

CAMELEON

OMNIBUS

Smart Light

Skylighter

Photographer's Warehouse

Horizon

Silfoil

Godard

Talon

SCHEDULE A-2
TO INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

TRADEMARK AND PATENT LICENSES

None