

10-23-2003

10-23-03



102582203

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): PULL'R HOLDINGS LLC Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Merrill Lynch Business Financial Internal Address: Services Inc.

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 10/7/03

Street Address: 222 North LaSalle Street City: Chicago State: IL Zip: 60601 Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) See Schedule B attached

B. Patent No.(s) See Schedule B attached Additional numbers attached? [x] Yes [] No 0388919

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700 Street Address: City: State: Zip:

6. Total number of applications and patents involved: [9] 7. Total fee (37 CFR 3.41): \$360.00 [] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Mary A. Schmidt Name of Person Signing

Mary A. Schmidt Signature

10/22/03 Date

Total number of pages including cover sheet, attachments, and documents: [6]

10/24/2003 6TON11 00000034 B388919 01 FC:8021 360.00 OP

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

SCHEDULE B

PATENTS

SCHEDULE OF PATENTS

| TITLE | CRY | PAT NO. | PAT DATE | APP NO. | APP DATE | EXP DATE | STATUS |
|---------------------------------------|-----|----------|------------|-----------|------------|------------|--------|
| BUCKET MOUNTED TOOL CARRIER | US | D 388919 | 1/6/1998 | 29/056255 | 6/18/1996 | 1/6/2012 | GRA |
| BUCKET MOUNTED TOOL CARRIER | US | D 396912 | 8/11/1998 | 29/050192 | 2/12/1996 | 8/11/2012 | GRA |
| BUCKET TOOL ORGANIZER WITH HOLSTER | US | D 414337 | 9/28/1999 | 29/092010 | 8/11/1998 | 9/28/2013 | GRA |
| COVER FOR BUCKET MOUNTED TOOL CARRIER | US | 5429265 | 7/4/1995 | 08/368231 | 1/3/1995 | 7/4/2012 | GRA |
| KNEE PAD | US | D 361162 | 8/8/1995 | 29/023048 | 5/17/1994 | 8/8/2009 | GRA |
| TOOL CARRIER | US | D 355062 | 1/31/1995 | 29/003413 | 1/11/1993 | 1/31/2009 | GRA |
| TOOL CARRIER-ORGANIZER | US | 5797491 | 8/25/1998 | 08/643176 | 5/6/1996 | 5/6/2016 | GRA |
| TOOL ORGANIZER | US | D 376454 | 12/10/1996 | 29/029938 | 10/19/1994 | 12/10/2010 | GRA |
| TRAY ORGANIZER | US | 5669498 | 9/23/1997 | 08/674983 | 7/3/1996 | 8/26/2014 | GRA |

TRADEMARK AND PATENT MORTGAGE

THIS TRADEMARK AND PATENT MORTGAGE (this "Mortgage"), made as of the 7th day of October 2003 by and between PULL'R HOLDINGS LLC., a Delaware limited liability company (the "Customer"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("MLBFS").

W I T N E S S E I H

WHEREAS, pursuant to a certain WCMA LOAN AND SECURITY AGREEMENT and a TERM LOAN AND SECURITY AGREEMENT, each dated as of October 7, 2003 executed between the Customer and MLBFS (each as amended or otherwise modified from time to time, collectively the "Loan Agreements"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to MLBFS, the Customer has granted to MLBFS a continuing security interest in certain of the Customer's assets, including, without limitation, the Trademarks and Patents (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer and MLBFS agree as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreements and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreements.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Customer hereby grants to MLBFS, and hereby reaffirms its prior grant pursuant to the Loan Agreements of, a continuing security interest in the Customer's entire right, title and interest in and to:

(i) all of its trademarks, trademark applications and trademark registrations listed on Schedule A attached hereto, and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" provided that Trademarks will not include "intent to use" trademark filings until such time as Pledgor begins to use such trademarks); and

(ii) all of its patents and patent applications listed on Schedule B attached hereto, and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreements have been terminated in accordance with their terms.

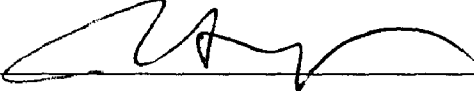
4. Effect on Other Agreements: Cumulative Remedies. Upon the occurrence and during the continuance of any default or Event of Default under any of the Loan Agreements, MLBFS may exercise any or all of the remedies of a secured party under applicable law and in equity, including but not limited to, the UCC. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of MLBFS under the Loan Agreements but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of MLBFS with respect to the Trademarks and Patents, whether established hereby or by the Loan Agreements, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

5. Binding Effect: Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the MLBFS and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE. MLBFS AND CUSTOMER HEREBY EACH EXPRESLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR ANY TRANSACTIONS WHICH ARE THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

PULL'R HOLDINGS LLC

By  _____
Its President & CEO _____

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.

By Roberta Linderman
Its Senior Documentation Mgr.

SCHEDULE A

TRADEMARKS

SCHEDULE OF REGISTERED AND PENDING TRADEMARKS

| TRADEMARK | GOODS | CTRY | APPL NO | APPL DATE | REG NO | REG DATE | STATUS |
|------------------------|--|------|-----------|------------|---------|------------|--------|
| BUCKET BOSS | Class 0: TOOL CARRIERS. | CA | 701941 | 3/30/1992 | 418910 | 10/29/1993 | REG |
| BUCKET BOSS | Class 8: TOOL APRONS, TOOL BELTS AND POUCHES AND TOOL HOLDERS MOUNTED ON TOOL BELTS; FABRIC TOOL ORGANIZERS, SOLD EMPTY. Class 9: KNEE PADS FOR WORKERS. Class 18: TOOL BAGS, SOLD EMPTY. Class 20: NON-METAL TRAYS FOR HOLDING HARDWARE, FASTENERS AND THE LIKE. Class 21: NON-METAL COVER FOR A PAIL WHICH ALLOWS THE PAIL AND COVER TO FUNCTION AS A SEAT | US | 76/381841 | 3/14/2002 | | | PEN |
| BUCKET BOSS | Class 8: TOOL POUCH WHICH FITS OVER A BUCKET. | US | 74/011637 | 12/18/1989 | 1625661 | 12/4/1990 | REG |
| BUCKET SEAT | Class 21: NON-METAL BUCKET COVER WHICH ALSO ALLOWS THE BUCKET TO FUNCTION AS A SEAT. | US | 74/477260 | 1/7/1994 | 1927061 | 10/17/1995 | REG |
| BUCKET STACKER | Class 6: TRAYS FOR HOLDING HARDWARE AND FASTENERS. | US | 74/477258 | 1/7/1994 | 1925038 | 10/10/1995 | REG |
| CHUTES | Class 8: SOFT DIVIDED POUCHES FOR HOLDING TOOLS, HARDWARE AND FASTENERS SOLD EMPTY. | US | 74/411468 | 7/9/1993 | 1856553 | 10/4/1994 | REG |
| CONTRACTOR'S BRIEFCASE | Class 18: ATTACHE-STYLE ALL PURPOSE CARRYING BAG. | US | 74/491394 | 2/16/1994 | 1962513 | 3/12/1996 | REG |
| DUCK WEAR | Class 8: TOOL POUCHES IN THE NATURE OF TOOL BELTS AND TOOL APRONS. | US | 74/477488 | 9/1/1995 | 1953797 | 1/30/1996 | REG |
| GATE MOUTH | Class 18: TOOL BAGS SOLD EMPTY. | US | 75/375323 | 10/17/1997 | 2270291 | 8/17/1999 | REG |
| GATEMOUTH GUNNER | Class 18: CANVAS BAGS INTENDED TO CONTAIN PNEUMATIC NAILERS, SOLD EMPTY. | US | 75/374005 | 10/16/1997 | 2355740 | 6/6/2000 | REG |
| HANDY BELT | Class 8: TOOL BELTS. | US | 74/430271 | 8/25/1994 | 1888076 | 4/4/1995 | REG |
| HANDYBOSS | Class 8: TOOL POUCH WHICH FITS OVER A BUCKET. | US | 74/233769 | 12/23/1991 | 1801891 | 11/2/1993 | REG |
| KNEE KEEPER | Class 9: KNEE PADS FOR WORKERS. | US | 74/461939 | 11/12/1993 | 1918757 | 9/12/1995 | REG |
| PARACHUTE BAG | Class 6: HOLDER FOR HARDWARE GOODS AND FASTENERS. | US | 74/301641 | 8/6/1992 | 1774052 | 6/1/1993 | REG |
| LIARS SUSPENDERS | Class 25: BRACES, NAMELY SUSPENDERS. | US | 74/477257 | 1/7/1994 | 1872587 | 10-Jan-95 | REG |
| POWER PAD | Class 9: PROTECTIVE CLOTHING, NAMELY KNEE PADS FOR GARDENING AND CONSTRUCTION USE. | US | 74/408582 | 6/30/1993 | 1921556 | 26-Sep-95 | REG |
| RIGGER'S BAG | Class 18: TOOL BAG SOLD EMPTY. | US | 74/302947 | 6/25/1993 | 1794508 | 21-Sep-93 | REG |
| BUCKETLESS BOSS | Class 18: TOOL BAGS SOLD EMPTY. | US | 74/667555 | 4/27/1995 | 2100663 | 30-Sep-97 | REG |