

MRD 8-20-98

08-27-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594
1-31-92



100809128

To the Honorable Commissioner of Patents

Original documents or copy thereof.

1. Name of conveying party(ies):
Kudzu, L.L.C.

AUG 20 1998

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: SunTrust Bank, Atlanta

Internal Address: 26th Floor

Street Address: 25 Park Place

City: Atlanta State: GA ZIP: 30303

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Georgia
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignments)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: August 12, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark registration No.(s)
 1,981,669

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Diane S. White
 Internal Address: King & Spalding
 Street Address: 191 Peachtree Street
 City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 95.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Diane S. White Diane S. White 8/18/98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

08/24/1998 00000149 1981669

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

Exhibit A

<u>Trademark</u>	<u>Registration Number</u>
K & Design	1,981,669
Kudzu & Design	1,942,163

**COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 1st day of August, 1998, by KUDZU, L.L.C., an Alabama limited liability company ("Grantor"), in favor of SUNTRUST BANK, ATLANTA, a Georgia banking corporation ("Grantee");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Grantee proposes to make certain loans and advances and other financial accommodations to Grantor, all pursuant to that certain Loan and Security Agreement, dated as of even date herewith between Grantor and Grantee (hereinafter, together with any amendments, modifications or supplements thereto, called the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement) and that certain Credit Agreement, dated as of even date herewith (hereinafter, together with any amendments, modifications or supplements thereto, called the "Credit Agreement"), between Grantor and Grantee; and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Grantor pursuant to the Loan Agreement, Grantee has required that Grantor grant to Grantee a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce Grantee to consummate the financial accommodations to Grantor provided for in the Loan Agreement and the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a security interest in, and makes to Grantee a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Grantee for the payment of all Obligations of Grantor to Grantee shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Loan Agreement.

Notwithstanding the foregoing, unless and until Grantee exercises the rights and remedies accorded to it under the Loan Agreement, and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and

may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

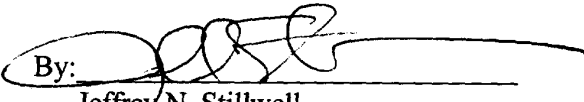
Grantor further agrees (a) that Grantee shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Grantee in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Grantee may do so in Grantor's name or in Grantee's name but at Grantor's expense, and Grantor hereby agrees to reimburse Grantee for all expenses, including attorneys' fees, incurred by Grantee in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time Grantee shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Grantee's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Grantee and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its manager thereunto duly authorized, under seal as of the date first above written.

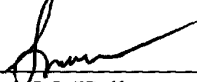
KUDZU, L.L.C.


By: 
Jeffrey N. Stillwell
Manager and Treasurer

[COMPANY SEAL]

Accepted and agreed to:

SunTrust Bank, Atlanta

By: 
Susan M. Hall
Vice President

By: 
Brian E. Nicholson
Vice President

STATE OF ALABAMA
COUNTY OF RUSSELL

On this 12 day of August, 1998, before me appeared Jeffrey N. Stillwell, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacities as Manager and Treasurer of KUDZU, L.L.C., who acknowledged that he signed same as a free act for and on behalf of the identified company with authority to do so.

Marti Black
Notary Public

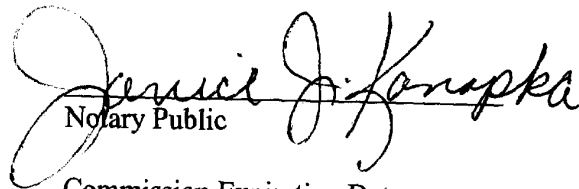
Commission Expiration Date:

4/22/98

[NOTARIAL SEAL]

STATE OF Georgia
COUNTY OF Fulton

On this 12th day of August, 1998, before me appeared Susan M. Hall and Brian E. Nicholson the persons who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in their capacities as Vice Presidents of SUNTRUST BANK, ATLANTA, a Georgia banking corporation who acknowledged that they signed same as a free act for and on behalf of the identified corporation with authority to do so.


Notary Public

Commission Expiration Date:
Notary Public, DeKalb County, Georgia
My Commission Expires Jan. 31, 1999

[NOTARIAL SEAL]

Exhibit A

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