

3-17-99

RECC

03-23-1999

TEET

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

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To the Honorable Commissioner of Patents

100990174

and original documents or copy thereof.

1. Name of conveying party(ies):

The Work Well Company

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

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

3. Nature of conveyance:

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

Execution Date: 3/9/99

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

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

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s) 2190231

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached? Yes No

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

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St. NW

Suite 101

City: Washington State: DC ZIP: 20004

03/22/1999 DNGUYEN 00000118 2190231

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- 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

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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.

Gregory T. Pealer
Name of Person Signing

Gregory T. Pealer
Signature

3/11/99
Date

Total number of pages including cover sheet, attachments, and document: 6

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED U.S. TRADEMARKS

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
Work Safe	2,190,231	09/22/98
Fanciful Design for Glove	2,149,718	04/07/98
Clean Hand	2,195,348	10/13/98

TRADEMARK APPLICATIONS

<u>MARK/TITLE</u>	<u>APPLICATION NO.</u>	<u>DATE</u>
WW (Stylized Letters)	75/562,079	09/30/98
Work Clean	75/562,054	09/30/98
Work Clean and Design	75/562,081	09/30/98

TRADEMARK COLLATERAL SECURITY AGREEMENT

This 9th day of March, 1999, The Work Well Company, a Delaware corporation ("*Pledgor*") with its principal place of business and mailing address at 861 Taylor Road, Gahanna, Ohio 43230, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 ("*Harris*"), acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application 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 Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement Re: Intellectual Property bearing even date herewith between Pledgor and the Agent (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Security Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any of the Collateral, but rather, shall operate only to create a security interest for collateral purposes in favor of Agent for the benefit of the Secured Creditors, on the Collateral as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications 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.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Security Agreement to be duly executed as of the date and year last above written.

THE WORK WELL COMPANY

By Edward R. Pierce
Its Chief Financial Officer

HARRIS TRUST AND SAVINGS BANK, as Agent

By D. J. [Signature]
Its Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lisa Brenza, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward R. Pierce, Chief Financial Officer, of The Work Well Company, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Financial Officer, 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 7th day March, 1999.

(NOTARIAL SEAL)
OFFICIAL SEAL
LISA BRENZA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 16, 1999

Lisa Brenza
Notary Public

Lisa Brenza
(Type or Print Name)

My Commission Expires:

OFFICIAL SEAL
LISA BRENZA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 16, 1999

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, Lisa Brenza, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald J. Busé, 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 Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of March, 1999.

(NOTARIAL SEAL)

OFFICIAL SEAL
LISA BRENZA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 16, 1999

My Commission Expires:

Lisa Brenza
Notary Public

Lisa Brenza
(Type or Print Name)
