

08-17-1999

M. W. J.
8-12-99

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HEET

101118803

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 License
 Security Agreement
 Merger
 Change of Name
 Other _____
Effective Date
Month Day Year
_____ 5/25/99 _____

Conveying Party

___ Mark if additional names of conveying parties attached

Name Nash-De Camp Company

Execution Date
Month Day Year
_____ 8/02/99 _____

Formerly _____

Individual General Partnership Limited Partnership Corporation
 Association Other

Citizenship/State of Incorporation/Organization California

Receiving Party

___ Mark if additional names of receiving parties attached

Name Sanwa Bank California

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2035 Fresno Street

Address (line 2) _____

Address (line 3) Fresno, California 93721

Individual General Partnership Limited Partnership Association
 Corporation
 Other _____
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 should be attached

Citizenship/State of Incorporation/Organization California

08/16/1999 MTHAI1 00000171 107588

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
300.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

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) _____

Correspondent Name and Address

Area Code and Telephone Number (213) 612-1058

Name J. Michael Jack, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 300 South Grand Avenue, 22nd Floor

Address (line 3) Los Angeles, California 90071

Pages Enter the total number of pages of the attached conveyance document including any attachments.

8

Trademark Application Number(s) or Registration Number(s)

Trademark Application Number(s)

Registration Number(s)

107,588	514,984	107,809	963,030
512,422	531,603	572,751	
299,833	107,590	107,663	
107,591	337,001	531,443	

Number of Properties Enter the total number of properties involved.

13

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 340

Method of Payment: Enclosed X

Deposit Account 13-4520

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: _____

Authorization to charge additional fees: Yes X No _____

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. Charges to deposit account are authorized, as indicated herein.

J. Michael Jack
Name of Person Signing


Signature

August 11, 1999
Date Signed

**Schedule A to Trademark
Security Agreement**

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Dated</u>	<u>Renewed</u>	<u>Expiration</u>
BALLERINA	Canada	107,588	08/09/57	08/09/87	08/09/02
BALLERINA	USA	572,751	03/31/53	03/31/93	03/31/03
BULL DOG	USA	299,833	12/27/32	12/27/92	12/27/02
CIMAS	Canada	107,591	08/09/57	08/09/87	08/09/02
CIMAS	USA	514,984	09/13/49	Did not Renew	
GOLDEN QUALITY	USA	512,422	07/19/49	07/19/89	07/19/09
NADCO	Canada	107,590	08/09/57	08/09/87	08/09/02
NADCO	USA	337,001	07/28/36	07/28/96	07/28/06
PEP	Canada	107,809	08/23/57	08/23/87	08/23/02
PEP	USA	531,603	10/10/50	10/10/90	10/10/00
PHEASANT	Canada	107,663	08/16/57	Did not Renew	
PHEASANT	USA	531,443	10/03/50	10/03/90	10/03/00
SUN POWER	USA	963,030	07/03/73	07/03/93	07/03/03

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Nash-De Camp Company (the "Pledgor"), now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to various credit agreements, each dated as of August 3, 1999 (as the same may be amended, modified or otherwise supplemented from time to time, the "Credit Agreements"), among the Pledgor, certain other entities named therein and Sanwa Bank California (the "Bank"), the Bank has agreed to make loans to the Pledgor subject to the terms and conditions set forth in the Credit Agreements;

WHEREAS, pursuant to and in connection with the Credit Agreements and other documents, agreements and instruments executed in connection therewith (the "Loan Documents"), the Pledgor intends to grant to the Bank a security interest in all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of the Obligations (such term being used herein as defined in the Credit Agreements);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does, as security for the Obligations,

hereby grant to the Bank a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by any Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Bank at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Bank), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Bank, to carry out the provisions and purposes of the Credit Agreements and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Bank under the Credit Agreements and this Trademark Security Agreement, in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any acts which the Bank believes constitute an infringement of any Trademark, or violate or infringe any right of a Pledgor or the Bank therein or if any person, firm, corporation or other entity shall do or perform any acts which the Bank believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon 30 days' prior written notice to the Pledgor while an Event of Default (as defined in the Credit Agreements) is continuing, the Bank may and shall have the right (but not the obligation) to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the applicable Pledgor or in the names of the parties jointly. The Bank hereby agrees to give the applicable

Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Bank pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreements and the other Loan Documents. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are subject to the Credit Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Obligations has been indefeasibly repaid in full, all the commitments of the Bank under the Credit Agreement shall have terminated, the Bank shall execute and deliver to the Pledgor, at the Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Bank in the Trademark Collateral, subject to any disposition thereof which may have been made by the Bank pursuant to the terms hereof or of the Credit Agreements.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Credit Agreements to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreements.

IN WITNESS WHEREOF, the Pledgor have caused this Trademark Security Agreement to be duly executed as of August 2, 1999 by their officers thereunto duly authorized.

NASH-DE CAMP COMPANY

By: 

Name: Robert V. Eggleston

Title: Chairman

Accepted:

SANWA BANK CALIFORNIA

By: Robert J. Griffin
Name: Robert J. Griffin
Title: U.P.

Schedule B to Trademark
Security Agreement

TRADEMARK LICENSES

None

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

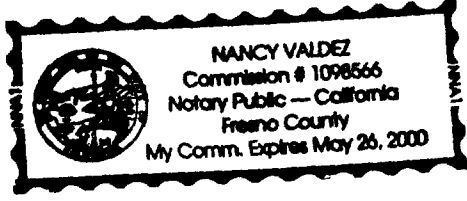
County of Fresno

On 5/2/99 before me, Nancy Valdez, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robert N. Criffen and Robert V. Klyheart
Name(s) of Signer(s)

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nancy Valdez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Security Agreement

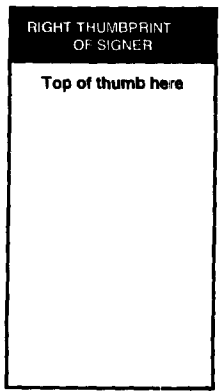
Document Date: 5/2/99 Number of Pages: 2/

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

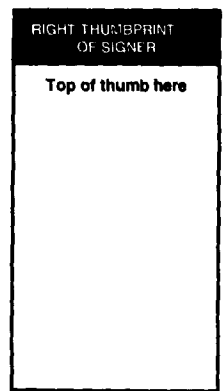
- Individual
- Corporate Officer
Title(s) _____
- Partner(s) - Limited General
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____



Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s) _____
- Partner(s) - Limited General
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____



Signer is Representing:

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Nancy Valdez

Commission Number 1098566

Date Commission Expires 5/26/2000

Place of Execution Fresno, California

Dated: 5/2/99

Nancy Valdez
Nancy Valdez

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