

12-22-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

MRD 12.3.99

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 Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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. (Designation must be a separate document from Assignment.)

12/21/1999 TSHABAZZ 00000153 1712765

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
25.00 GP

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

TRADEMARK
REEL: 002003 FRAME: 0089

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

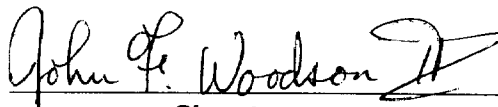
Yes

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.

John F. Woodson, II



December 3, 1999

Name of Person Signing

Signature

Date Signed

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

TRADEMARK

REEL 1029 FRAME 57

WHEREAS, The Park Corporation, as successor by merger to The Park Corporation and Rustco Products Co., an Illinois corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to LaSalle National Bank, a national banking association (herein referred to as "Assignee"), and has entered into an Assignment, Security Agreement and Mortgage-Trademarks and Patents (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Trademarks to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 17th day of May, 1993.

ATTEST:

THE PARK CORPORATION

By: _____
Name:
Title:

By: Scott M. DeCormick
Name: SCOT M. DECOMICK
Title: VICE-PRESIDENT

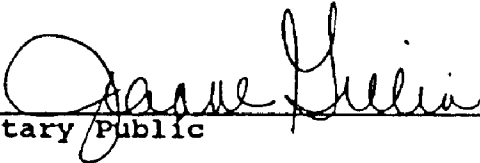
(CORPORATE SEAL)

TRADEMARK

MILL 029 FAMILY 58

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 17th day of May, 1993, before me personally appeared Scot M. McCormick, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of The Park Corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto as his free and voluntary act and the free and voluntary act of the corporation by order of the Board of Directors.



Notary Public

My commission expires:

8-2-96



TRADEMARK

REEL 029 FRAME 59

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARK

THE PARK CORPORATION

Registered Trademarks (1)

<u>Registration Number</u>	<u>Description of Mark</u>	<u>Date of Registration</u>	<u>State or Country</u>
1,691,790	Cherry Valley Park Regency		Illinois
979,726	Lawnder Maid	6/9/92	USA
1,428,645	Baker's Supreme	3/5/74	USA
1,504,554	Mar-Tech & Design	9/20/88	USA
1,468,730	Mar-Tech & Design	2/15/87	USA
1,638,101	New Horizon Sunrise	3/19/91	USA
1,639,488	New Horizon Sunset	4/12/91	USA
851016765	Fi Bran Bread Mix		Colorado
1,393,430	Fluid-Fry	5/13/86	USA
1,752,765	Respon-Do	2/16/93	USA

TRADEMARK

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TRADEMARK APPLICATIONS

<u>Application Number</u>	<u>Description of Mark</u>	<u>Date of Registration</u>	<u>State or Country</u>
74/301,789	Orchard Park	2/11/91	USA
74/301,788	Park Avenue	2/11/91	USA
74/305,525	Mt. Kenya		USA

(1) All trademarks owned by The Park Corporation and registered in the United States, the states of the United States, and/or foreign countries.

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TRADEMARK

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RECORDED
PATENT AND TRADEMARK
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