

01-06-2000



101239435

RECORDATION FORM COVER SHEET

MRD 12-13-99

TRADEMARKS ONLY

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

Merger

Change of Name

Other

Effective Date
Month Day Year

INTELLECTUAL PROPERTY SECURITY AGREEMENT
AND COLLATERAL ASSIGNMENT

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/AK/A/T/A

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.)

01/06/2000 DNGUYEN 00000009 829452

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
525.00 OP

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: 002005 FRAME: 0134

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="829452"/>	<input type="text" value="1266436"/>	<input type="text" value="1360586"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="843532"/>	<input type="text" value="1332209"/>	<input type="text" value="1360590"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1230082"/>	<input type="text" value="1356678"/>	<input type="text" value="1366711"/>

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.

Gayle Aiken
Name of Person Signing


Signature

12/13/99
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name JACK-POST CORPORATION

11 24 1999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization INDIANA

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name GMAC BUSINESS CREDIT, LLC

DBA/AK/A/T/A

Composed of

Address (line 1) 300 GALLERIA OFFICENTRE

Address (line 2) SUITE 110

Address (line 3) SOUTHFIELD

City

MI/USA

State/Country

48034

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other LIMITED LIABILITY COMPANY

Citizenship/State of Incorporation/Organization DELAWARE

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1389115	1505982	
1411038	1297600	
1417471	1658985	
1424848	1904460	
1431983	1904461	
1441339	1966212	
1461944		

**INTELLECTUAL PROPERTY SECURITY
AGREEMENT AND COLLATERAL ASSIGNMENT**

GMAC BUSINESS CREDIT, LLC, 300 Galleria Officentre, Suite 110, Southfield, Michigan 48034 ("Lender") Jack-Post Corporation with a principal place of business at 800 East 3rd Street, Buchanan, Michigan 49107 ("Borrower") enter into this Agreement on November 24, 1999.

Borrower has entered into a Loan and Security Agreement (the "Loan Agreement") with Lender under which Lender has agreed to make certain loans available to Borrower. The Lender is willing to make such loans under the Loan Agreement upon the condition, among others, that Borrower execute and deliver this Agreement.

In consideration of the above and of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement (and all agreements referred to or incorporated in the Agreement) is incorporated by this reference. All capitalized terms not otherwise defined in this Agreement, shall have the meanings specified in the Loan Agreement.

2. **Collateral Assignment of Trademarks, Copyrights and Patents.** To secure the prompt payment and performance of all of Borrower's present and future indebtedness and Obligations to Lender (collectively, the "Debt") Borrower hereby grants to Lender a continuing security interest in, and, subject to Section 4 hereof, shall assign, transfer and convey, to the Lender all right, title and interest, in the United States and throughout the world, in, to and under the following (all of which are collectively called the "Collateral") whether now existing or hereafter created or acquired:

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration, now owned or hereafter acquired by Borrower (including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof) and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (a) the registration renewals thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (c) all rights corresponding thereto throughout the world, (all of the foregoing sometimes hereinafter individually or collectively referred to as the "Trademarks");

(b) all United States and foreign copyrights, registered or unregistered, in to all copyrightable works including all registrations and applications therefor and all

licenses thereof and (a) any renewals or extensions of the registrations therefor that may be secured under the laws nor or hereafter in effect in the United States or any other country or countries, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (c) all rights corresponding thereto throughout the world (sometimes individually or collectively referred to as the "Copyrights");

(c) all United States and foreign patents and patent applications, now owned or hereafter acquired by Borrower, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, all licenses thereof and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (c) all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually or collectively referred to as the "Patents"); and

(d) all other intellectual property rights, now owned or hereafter acquired by Borrower, including, without limitation, the intellectual property listed on Schedule 1, including, without limitation, trade secrets, know-how and confidential business information, computer software, computer programs, source code, data and documentation (including electronic media) and licenses thereof, and (a) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (b) all rights corresponding thereto throughout the world (collectively referred to as "Intellectual Property Rights").

3. **Continuing Liability.** Borrower expressly agrees that, notwithstanding anything to the contrary in this Agreement, it shall remain liable under each license, interest and obligation assigned to the Lender under this Agreement to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions applicable to Borrower and shall retain the right to sue and recover for past, present and future infringements thereof. The Lender shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Lender or the receipt by the Lender of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Lender be required or obligated in any manner to perform or fulfill any of the obligations of Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance of

the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. **Effect of Collateral Assignment and Remedies.** Borrower agrees that upon the occurrence of an Event of Default (after any applicable grace or cure periods) under the Loan Agreement, the Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Borrower or any other person (all and each of which demands, advertisements or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of the Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Lender shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations in such order as the Lender in its sole discretion shall determine, Borrower remaining liable for any deficiency therein. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, Borrower waives all the claims, damages and demand against the Lender arising out of the repossession, retention or sale of the Collateral. Borrower agrees that the Lender need not give more than 21 days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. **Refiling.** If, before the Debt is paid in full, Borrower obtains any rights in or to any new or additional Intellectual Property Rights, the provisions of this Agreement shall apply thereto and Lender is hereby authorized to amend Schedule 1 and re-file this Agreement as appropriate.

6. **Power of Attorney.** Borrower hereby authorizes the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in the Lender's sole discretion, as Borrower's true and lawful attorney-in-fact, with power (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the perfection of a security interest in the Collateral, (ii) from and after the occurrence of any Event of Default (after any applicable grace or cure periods) in accordance with this Agreement and applicable law, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Assignment. This power of attorney shall be irrevocable until all of the Debt has been paid in full and all of the financing arrangements between Borrower and the Lender have been terminated and Lender has no further obligation to make loans to Borrower.

7. **Specific Performance; Injunctive Relief.** Borrower agrees that, in addition to all other rights and remedies granted to Lender in this Agreement, the Loan Agreement and any other collateral security document, Lender shall be entitled to specific performance and injunctive and other equitable relief, and Borrower further agrees to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

8. **Grant of License to Use Intangibles.** In addition to and for the purpose of enabling the Lender to exercise rights and remedies under Sections 4 and 5 hereof, Borrower shall permit Lender reasonable access to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof. In addition, upon an Event of Default (after any applicable grace or cure periods), Lender, and its assigns, shall have a non-exclusive license throughout the world in all Trademarks, Patents, Copyrights, and Intellectual Property Rights for the manufacture, sale and distribution of inventory or other goods of Borrower and for the sale and use of any assets of Borrower in which Lender has a security interest (whether now or in the future.)

9. **Representation and Warranties.** Borrower represents and warrants that Schedule 1 contains a complete and correct list of all the trademark registrations and trademark applications, copyright registrations and copyright applications and patents and patent applications, respectively, if any, (i) owned by the company or (ii) licensed to or by Borrower (together with the terms of such licenses). Borrower additionally represents and warrants to the best of its knowledge that except as set forth in Schedule 1, there is no currently pending patent application on which any agent or employee of Borrower is listed as an inventor. Except as set forth in Schedule 1, Borrower owns free and clear of all liens all right, title and interest in, or has full right and authority to use, all Collateral necessary or desirable for the conduct of their businesses as currently conducted, as previously conducted or as currently proposed to be conducted. Except as set forth in Schedule 1, no claim by any other person or entity ("Person") contesting the validity or ownership of any Collateral has been made, is currently outstanding or is threatened and neither Borrower nor any executive thereof has received any notice of, or is aware of any fact which would indicate a likelihood of, any infringement or misappropriation upon, or conflict with, any other Person's intellectual property. Except as set forth in the Schedule 1, none of the Collateral infringes or misappropriates upon, or conflicts with, any intellectual property of any Person, and no infringement, misappropriation or conflict will occur as a result of the continued operation of the businesses as now conducted as currently proposed to be conducted. The transactions contemplated by this Agreement will have no adverse effect on any of Borrower's rights in and to the Collateral. Borrower has taken all action necessary or desirable to protect the Collateral and will continue to take such action prior to Closing so as to not adversely affect the validity or enforcement of the Collateral, except as set forth in Schedule 1. Borrower further agrees that it will at its expense, at the Lender's request, defend the Lender's and Borrower's respective interests in the Collateral from any and all claims and demands of any other person and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any other person except liens permitted by the Loan Agreement; provided, however, that prior to the occurrence of an Event of Default and until the expiration of any applicable grace or cure period, nothing

contained in this Agreement shall affect Borrower's right to grant non-exclusive licenses to third parties to use any portion of the Collateral.

10. **Restrictions on Future Agreements.** Borrower agrees that until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated and Lender has no further obligation to make loans to Borrower, it will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially inconsistent with Borrower's obligations under this Agreement and Borrower further agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially affect the validity or enforcement of any of the rights transferred to Lender under this Agreement.

11. **Covenants Regarding Collateral.**

(a) Except as to Collateral which Borrower in its judgment determines to be in its best interests to abandon or not to enforce or protect, Borrower (either itself or through licensees) shall (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) employ each Trademark, Copyright and Patent with the appropriate notice of application or registration on applicable products or services, (iii) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Patent may become invalidated or unenforceable, any Trademark right may become abandoned or unenforceable, any Copyright right may become unenforceable, or any Intellectual Property Right may become unenforceable, (iv) prosecute diligently any trademark application, copyright application or any patent application which is pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and (v) preserve and maintain all rights in and to the Collateral.

(b) Except as set forth in Schedule 1, Borrower shall notify the Lender reasonably promptly if it knows, or has reason to know, that any application or registration relating to any of the Collateral may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Borrower's ownership of any of the Collateral, its right to register the same, or to keep and maintain the same, except for such abandonment, determination or dedication which is permitted under subparagraph (a) above.

(c) Borrower will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and

opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under subparagraphs (a) and (b) above) or as set forth in Schedule 1

(d) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, Borrower shall provide reasonably prompt notice to Lender and take such action as Borrower shall reasonably deem appropriate under the circumstances, which may include suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Collateral.

(e) At its option, Lender may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by Borrower to provide insurance satisfactory to the Lender. Borrower agrees to reimburse Lender on demand for any payment reasonably made in any expense incurred by Lender pursuant to the foregoing authorization. Subject to Lender's rights under the License Agreement, until an Event of Default occurs and after expiration of any applicable grace or cure period and an acceleration of the loans, Borrower may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement.

12. **Notice.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Loan Agreement.

13. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. **No Waiver; Cumulative Remedies.** The Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Lender, and then only to the extent therein set forth. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or in the License Agreement or any other agreements between the parties.

15. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

16. **Limitations by Law.** All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law which may be controlling and are limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other collateral security document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreements or any other collateral security document. This Agreement may be signed in separate counterparts.

18. **Termination and Reassignment.** The Lender agrees that upon the termination or expiration of the Loan Agreement and termination of any obligations of Lender to make loans to Borrower and the payment and performance in full of all the Obligations, the Lender will promptly execute documents releasing the security interests created hereby and to reassign Lenders interest in the collateral to Borrower, without warranty, representation or guaranty of any nature or kind.

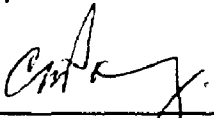
19. **Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws (and not the laws of conflict) of the State of Michigan

20. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement, and may only be amended or modified in writing signed by all parties.


21. **Waiver Of Jury Trial.** THE LENDER AND THE BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS GUARANTY OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE LENDER NOR THE BORROWER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY

RESPECT OR RELINQUISHED BY EITHER THE LENDER OR THE BORROWER
EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

JACK-POST CORPORATION
an Indiana Corporation

By: 
Charles M. Pomeroy
Its Vice President/Treasurer

GMAC BUSINESS CREDIT, LLC

By: 
Name: RAYMOND E. GREEN
Title: DIRECTOR

Schedule 1 - Patents, Trademarks and Copyrights, etc.

DET_C\298491.1
DFB 11/14/99 10:02 AM

Jack-Post Corporation Patent Index
 Issued Patents and Design Patents

TAB	PAT NO:	ISSUED:	CASE NO.:	INVENTOR	TITLE:
01	3995612	12/7/76		Robert C. Dew	Corner Assembly for Fireplace Enclosure
02	4512330	4/23/85	JACQ106	Bruce T. Larkins	Fireplace Screen
03	4572156	2/25/86	JACQ105	William L. Lentz	Fireplace Screen Assembly
04	D287677	1/13/87	JACQ017	Charles Pomeroy, John T. Bycraft	Table
05	D290911	7/21/87	JACQ016	Charles Pomeroy, John T. Bycraft	Glider Seat
06	D298490	11/15/88	JACQ024	Charles Pomeroy, John T. Bycraft	Glider
07	D307361	4/24/90	JACQ019	Charles Pomeroy, John T. Bycraft	Glider
08	D307362	4/24/90	JACQ020	Charles Pomeroy, John T. Bycraft	Glider
09	D307363	4/24/90	JACQ021	Charles Pomeroy, John T. Bycraft	Glider
10	D307523	5/1/90	JACQ022	Charles Pomeroy, John T. Bycraft	Glider
11	D310604	9/18/90	JACQ041	Charles Pomeroy, John T. Bycraft	Glider
12	D314298	2/5/91	JACQ002	Charles Pomeroy, John T. Bycraft	End Standard for Picnic Table
13	D323947	2/18/92	JACQ003	Charles Pomeroy, John T. Bycraft	End Standard for a Picnic Table
14	D324967	3/31/92	JACQ059	Charles Pomeroy, John T. Bycraft	Dining Table
15	D325823	5/5/92	JACQ050	Charles Pomeroy, John T. Bycraft	Combined Glider and End Table Unit
16	D327584	7/7/92	JACQ058	Vance P. Braxton, III	Swing Seat
17	D328197	7/28/92	JACQ055	Vance P. Braxton, III	Glider
18	D334485	4/6/93	JACQ007	Charles Pomeroy, John T. Bycraft	Glider
19	D341037	11/9/93	JACQ080	Charles Pomeroy, John T. Bycraft	Chair
20	D348989	7/26/94	JACQ074	Charles Pomeroy, John T. Bycraft	Picnic Table
21	D350855	9/27/94	JACQ084	Charles Pomeroy, John T. Bycraft	Glider
22	D361673	8/29/95	JACQ109	Charles Pomeroy, John T. Bycraft	Glider
23	D362349	9/19/95	JACQ111	Charles Pomeroy, John T. Bycraft	Glider
24	D365692	1/2/96	JACQ108	Charles Pomeroy, John T. Bycraft	Glider
25	D400720	11/10/98	JACQ118	Charles Pomeroy, John T. Bycraft	Glider
26	D401090	11/17/98	JACQ116	Charles Pomeroy, John T. Bycraft	Headboard For A Seat For A Glider or Swing
27	D405278	2/9/99	JACQ117	Charles Pomeroy, John T. Bycraft	Swing
28	D410340	6/1/99	JACQ115	Charles Pomeroy, John T. Bycraft	Glider

Schedule 1

Jack-Post Corporation Trademarks

Country	Trademark Name	Status	Serial Number	Registration Date	Next Renewal Date	Expiration Date
United States of America	FRESHFAIRE & EB DESIGN	REGISTERED	829,452	30-May-67	Next Renewal Date	30-May-07
United States of America	S-B	REGISTERED	843,532	06-Feb-68	Next Renewal Date	06-Feb-08
United States of America	LUMBERJACK	REGISTERED	1,230,082	08-Mar-85	Next Renewal Date	08-Mar-03
United States of America	PRO-POLE	REGISTERED	1,266,436	07-Feb-84	Next Renewal Date	07-Feb-04
United States of America	JPC DESIGN	REGISTERED	1,332,209	23-Apr-85	Next Renewal Date	23-Apr-05
United States of America	JACK-POST	REGISTERED	1,356,678	27-Aug-85	Next Renewal Date	27-Aug-05
United States of America	GLIDE-A-LAWN	REGISTERED	1,360,586	17-Sep-85	Next Renewal Date	17-Sep-05
United States of America	HARDWOOD & DESIGN	REGISTERED	1,360,590	17-Sep-85	Next Renewal Date	17-Sep-05
United States of America	SCROLL DESIGN	REGISTERED	1,366,711	22-Oct-85	Next Renewal Date	22-Oct-05
United States of America	TIGER & DESIGN	REGISTERED	1,389,115	08-Apr-86	Next Renewal Date	08-Apr-06
United States of America	FIESTA CHARM	REGISTERED	1,411,038	30-Sep-86	Next Renewal Date	30-Sep-06
United States of America	FIESTA ROYALE	REGISTERED	1,417,471	13-Jan-87	Next Renewal Date	13-Jan-07
United States of America	JP (STYLIZED)	REGISTERED	1,424,848	10-Mar-87	Next Renewal Date	10-Mar-07
United States of America	FROSTY FLOW	REGISTERED	1,441,339	02-Jun-87	Next Renewal Date	02-Jun-07
United States of America	SCROLL DESIGN	REGISTERED	1,461,944	20-Oct-87	Next Renewal Date	20-Oct-07
United States of America	FRESHFAIRE AND DESIGN	REGISTERED	1,505,982	27-Sep-88	Next Renewal Date	27-Sep-08
United States of America	IRON MOUNTAIN AND DESIGN	REGISTERED	1,297,600	09-Dec-88	Next Renewal Date	09-Dec-08
United States of America	PARK RIDGE	REGISTERED	1,658,985	01-Oct-91	Next Renewal Date	01-Oct-01
United States of America	COUNTRY GARDEN	REGISTERED	1,904,460	11-Jul-95	S. 8&15 Decl. Deadline	11-Jul-01
United States of America	BARRINGTON	REGISTERED	1,904,461	11-Jul-95	S. 8&15 Decl. Deadline	11-Jul-01
United States of America	RESIN-CLAD	REGISTERED	1,966,212	09-Apr-96	S. 8&15 Decl. Deadline	09-Apr-02
United States of America	VARJ-WIDTH	UNFILED				
United States of America	TOUCH-TOE	UNFILED				
United States of America	NATIONAL HOLIDAY TRADITIONS	UNFILED				

TRADEMARK

REF: 002005 FRAME: 0146

RECORDED: 12/13/1999

WHITE & DURKEE + 1616957503