

09-18-2000



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**RECORDATION FORM COVER SHEET
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**
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

75905973

- Individual**
- General Partnership**
- Limited Partnership**
- Corporation**
- Association**
- Other**

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying 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**

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)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/15/2000 MTHAI1 00000011 75905973

01 EC:481 40.00 DP
02 FC:481

The 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 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

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" value="75,905,973"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75,649,525"/>	<input type="text" value="75,649,533"/>	<input type="text" value="2,324,131"/>
<input type="text" value="75,798,471"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75,649,544"/>	<input type="text" value="2,324,132"/>	<input type="text" value="74,289,827"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,324,133"/>	<input type="text" value="75,649,532"/>	<input type="text" value="1,869,019"/>

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.

Catherine E. Wagner
Name of Person Signing

Catherine E. Wagner
Signature

7/3/10
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

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of conveying 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

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)

Citizenship/State of Incorporation/Organization

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)

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Security Interest Agreement

SANCOA SUB L.P., a Delaware limited partnership with offices at 11000 Midlantic Drive, Mount Laurel, New Jersey 08054 (hereinafter "Debtor"), for value received, hereby grants unto WILMINGTON TRUST COMPANY, a Delaware banking institution with offices at 1100 North Market Street, Wilmington, Delaware 19890-0001, for itself and, as set forth in Section 10 below, for the benefit of National City Bank (hereinafter "Creditor") a security interest in and to the following:

- (a) any and all United States trademarks and/or service marks owned by Debtor listed in Schedule A attached hereto;
- (b) any and all patents owned by Debtor in the United States and any foreign countries, jurisdictions or localities listed in Schedule B attached hereto;
- (c) any and all trade names and/or Internet domain names owned by Debtor listed in Schedule C attached hereto;
- (d) any and all copyrights and/or artwork owned by Debtor in connection with the packaging, sale and promotion of equipment, inventory, goods and/or services;
- (e) any and all trade secrets connected with the equipment, inventory, goods and/or services of Debtor;
- (f) any and all elements of package or trade dress of equipment, inventory, goods and/or services bearing the trademarks, service marks and/or patents owned by Debtor; and
- (g) all goodwill of Debtor's business connected with and symbolized by the above-mentioned trademarks, service marks, patents, trade names, domain names, trade secrets and package or trade dress.

The indicated assets referenced in the preceding sub-paragraphs (a) through (g) herein are collectively called the "Collateral." This Security Agreement also applies to the proceeds of such Collateral.

1. **INDEBTEDNESS SECURED:** This Agreement secures the Debtor's obligations ("Obligations") to the Creditor, (for itself and for the benefit of National City Bank) and its successors and assigns under (a) a certain Loan and Security Agreement, dated the date hereof, as the same may be amended, modified or supplemented from time to time, executed by the Debtor and Creditor (the "Loan Agreement"), a certain Security Agreement dated July 19, 2000 as the same may be amended, modified or supplemented from time to time (the "Security Agreement") and those certain other Loan Documents (except as otherwise defined herein, the terms defined in the Security Agreement or in the Loan Agreement are used herein as therein defined) and (b) all instruments and agreements entered into under or pursuant to the Loan Agreement including, without limitation, any interest rate hedging, swap, collar or cap agreements. It is acknowledged

that the obligations of Debtor and obligations of Sancoa Sub L.P. under the agreements and instruments referred to above are joint and several and this Agreement secures all such obligations of both entities. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of paragraph 10 hereof.

2. REPRESENTATION AND WARRANTIES: The Debtor hereby represents and warrants that, except for the security interest granted to Creditor hereby, the Debtor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Debtor, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to Creditor in writing, there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that the Debtor will defend its title to the Collateral against the claims of all persons whatsoever.

3. USE AND OWNERSHIP PRIOR TO DEFAULT: Unless and until an Event of Default shall occur and be continuing, the Debtor shall retain the legal and equitable title to the Collateral, and shall have the right to use and register the Collateral in the ordinary course of the business of the Debtor, but shall not be permitted to sell, assign, transfer or otherwise encumber the Collateral or any part thereof; *Provided, however*, that nothing herein contained shall prohibit Debtor from the proper conduct of Debtor's business, except that the Debtor shall not permit the abandonment, expiration, lapse, or cancellation of any or all of the Collateral without the prior written consent of Creditor, which consent shall not be unreasonably withheld or delayed except as permitted under the Loan Agreement.

4. REMEDIES ON DEFAULT: Upon the occurrence of an Event of Default and the acceleration of the Notes, Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided for by law.

(a) In the event of sale of the Collateral, or any part thereof, Creditor shall give the Debtor reasonable notice of the time and place of any public sale thereof or of the time and place of any private sale or that any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by Creditor, postage prepaid, to the Debtor at its address set forth on the first page hereof or such other address as the Debtor may by notice have furnished Creditor in writing for such purpose, at least ten days prior to the time of such sale or other intended disposition.

(b) If the Debtor shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of the Debtor shall be breached, Creditor may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of the Debtor hereunder the cost or expense incurred by Creditor in doing so, and any and all amounts expended by Creditor in taking any such action shall be

repayable to it upon its demand to the Debtor thereof and shall bear interest at the same rate which would apply to such amounts if they were advances under the Security Agreement, from and including the date advanced to the date of repayment.

(c) Debtor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of any and or all Collateral listed in the attached Schedules. In the event that Debtor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Debtor does hereby irrevocably appoint Creditor its attorney-in-fact to execute any or all of such documents on Debtor's behalf. .

5. APPLICATION OF PROCEEDS: All proceeds of Collateral shall be applied as set forth in the Security Agreement.

6. PURCHASERS OF COLLATERAL: Upon any sale of Collateral by Creditor hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of Creditor or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see the application of any part of the purchase money paid over to Creditor or such officer or be answerable in any way for the misapplication or non-application thereof.

7. INDEMNITY: Debtor is the sole and exclusive owner of, and has good and clear title in and to, the Collateral subject to this Agreement, and agrees to indemnify and hold harmless Creditor from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, and to reimburse Creditor for all costs and expenses, including attorneys' fees, growing out of or resulting from this Agreement, or the exercise by Creditor of any right or remedy granted to it hereunder. In no event shall Creditor be liable for any matter or thing in connection with this Agreement, other than to account for monies actually received by it in accordance with the terms hereof.

Debtor further agrees that the Collateral set forth in the attached Schedules constitute the entirety of Debtor's subsisting patents, pending patent applications, Federal trademark or service mark applications and registrations, and Internet domain names, and names by which Debtor is known, and that for any such Collateral not currently in the name of Debtor or which may require a release of security to effectuate the intent of parties' Agreement, Debtor shall promptly execute and produce all documents necessary subsequent to the execution of this Agreement to effectuate the intent of the Debtor to grant to the Creditor a security interest in and to the Debtor's intellectual property, and shall further use its best efforts to obtain, as necessary, any and all executed and recordable assignments, changes of name, and/or security releases relating to the Collateral.

8. FURTHER ASSURANCES: The Debtor agrees that it will join with Creditor in executing and, at its own expense, shall file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Creditor may deem necessary or appropriate and wherever required or permitted by law in order to perfect

and preserve Creditor's security interest in the Collateral, and hereby authorizes Creditor to file financial statements and amendments thereto relative to all or any part of the Collateral without the signature of the Debtor where permitted by law, and agrees to do such further acts and things and execute and deliver to Creditor such additional conveyances, assignments, agreements and instruments as Creditor may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto Creditor its rights, powers and remedies hereunder.

9. **TERMINATION:** This Agreement, and the security interest of Creditor hereunder, shall terminate when all indebtedness secured hereby has been fully paid and satisfied, at which time Creditor shall release to the Debtor Creditor's security interest in the Collateral and, if requested by the Debtor, shall execute and file in each office in which any financial statement or assignment relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing Creditor's interest therein, all without recourse upon warranty by Creditor and at the cost and expense of the Debtor.

10. Debtor acknowledges that the security interest granted hereby is for the benefit of Wilmington Trust Company and for the benefit of National City Bank which has participated, or may participate, in certain loans under the Credit Agreement and has extended, or may extend, certain other credit to the Debtor and/or Sancoa International Company, L.P. (for which Debtor is jointly and severally liable). In addition to the benefit of the security, National City Bank is entitled to the benefit of all indemnification and cost reimbursement provisions hereunder. This Agreement may not be amended or modified without the consent of National City Bank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the 17th day of July, 2000.

WILMINGTON TRUST COMPANY

By: William B. North
Name: William B. North
Title: VP
Dated: 7/19/00

SANCOA SUB, L.P.
By: Sancoa GP, LLC, general partner
By: Joseph T. Sarski
Name: Joseph T. Sarski
Title: resident
Dated: 7/19/00

SCHEDULE A

TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

NONE

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

<u>Description</u>	<u>Jurisdiction</u>	<u>Number</u>	<u>Status</u>	<u>Expiration/ Renewal Date</u>
Patent	United States	5,350,612	Issued 9/27/94	8/4/12
Patent	United States	5,264,265	Issued 11/23/93	10/15/12
Patent	United States	5,389,415	Issued 2/14/95	10/15/12
Patent	United States	5,672,224	Issued 9/30/97	10/15/12

SCHEDULE C

TRADE NAMES AND INTERNET DOMAIN NAMES

1. Trade Names

BECKETT
BECKETT CORPORATION

2. Internet Domain Names

beckett-corp.com