

**IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE, ASSIGNMENT DIVISION**

RECORDATION COVER SHEET FOR TRADEMARKS

Submission Type: New

Conveyance Type: Security Agreement

Conveying Party: Hillyard Enterprises, Inc.
Type of Entity: Corporation

Execution Date: 09/19/2000

**State of
Incorporation:** Missouri

10-19-2000



101490865

Receiving Party: FirstStar Bank, N.A.
1101 Walnut, 7th Floor
Kansas City, Missouri 64106
Type of Entity: National Association

Citizenship/State of Incorporation/Organization: U.S.A.(National Association)

Correspondent Name, Address and Telephone:
Donald J. Kirkpatrick (913) 691-2600
Morrison & Hecker, L.L.P.
2600 Grand
Kansas City, Missouri 64108

Total Number of Trademarks: 127 (5 pages **attached Exhibit "A"**)

Conveyance Document Pages Attached: 11 (**attached**)

Fee Amount: \$3,190.00 (**attached**)

Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy of the original document.

Donald J. Kirkpatrick

Date: 9-29-2000

:::ODMA\PCDOCS\DOCS\278688\1

EXHIBIT

U.S. Trademarks

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
AFRC	2,065,934	05/27/1997
ARSENAL	2,223,305	02/09/1999
ASSAULT	1,196,047	05/25/1982
ASSURANCE	1,460,537	10/13/1987
BLOX-ODOR DESIGN	245,894	08/28/1928
BRITEN-ZIT	1,884,531	03/21/1995
C.V. WASH	1,814,320	12/28/1993
CEM-SEAL	733,282	06/26/1962
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CHECKERBOARD DESIGN	1,074,400	10/04/1977
CHECKERBOARD DESIGN	1,074,395	10/04/1977
CHECKERBOARD DESIGN	1,073,914	09/27/1977
CHECKERBOARD DESIGN	1,073,879	09/27/1977
CHECKERBOARD DESIGN	1,073,876	09/27/1977
CHECKERBOARD DESIGN	1,073,857	09/27/1977
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CLEAN SCRUB	1,143,056	12/16/1980
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CONTENDER	1,167,914	09/08/1981

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DEEP ACTION	1,177,721	11/17/1981
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EPOXY 350	1,574,095	01/02/1990
EXPEDITER	1,200,085	07/06/1982
EXPLORER	2,074,143	06/24/1997
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GUM-GO	2,105,429	10/14/1997
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HCL-145	2,068,029	06/03/1997
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HIL-KOTE	295,832	07/12/1932
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HIL-MIST	410,525	11/28/1944
HIL-MIST	1,702,755	07/28/1992
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HILLYARD	1,017,306	08/05/1975
HILLYARD	2,209,927	12/15/1998
HILLYARD PRO-LINE	1,127,164	12/04/1979
HILLYARD ULTRATHANE AND DESIGN	848,082	04/30/1968
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KNO-SAND	573,033	04/07/1953
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TOP CLEAN	1,037,178	04/06/1976
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TRACK-LESS AND DESIGN	175,130	10/30/1923
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TRAP SHOOTER	2,159,735	05/19/1998
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TRILOGY	2,358,703	06/13/2000
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ULTRATHANE	1,507,715	10/11/1988
UPHOLD	1,139,364	09/09/1980
VINDICATOR	1,246,214	07/26/1983
WINDO-CLEAN	572,861	04/07/1953
ZIZ-O	2,143,408	03/10/1998

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 19, 2000, is between HILLYARD ENTERPRISES, INC., a Missouri corporation (herein referred to as "Grantor"), and FIRSTAR BANK, N. A., a national banking association, as agent (the "Agent") for each of the lenders (the "Banks" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, Hillyard Industries, Inc., a Missouri corporation, Hillyard, Inc., a Missouri corporation and Apex Realty Co., a Missouri corporation (collectively the "Borrowers") are parties to a Credit Agreement dated September 19, 2000 (as amended, modified or supplemented from time to time, the "Credit Agreement") pursuant to which the Secured Parties agree to extend Loans to the Borrowers.

WHEREAS, the Grantor is owned in part by Hillyard, Inc. and the Grantor owns all of the outstanding and issued stock of Hillyard Industries, Inc. and Apex Realty Co. and will materially benefit from the Loans made by the Secured Parties under the Credit Agreement.

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto, which Marks are used by the Borrowers in the course of their business.

WHEREAS, to induce the Secured Parties to enter into the Credit Agreement, the Grantor has executed and delivered its Unlimited Continuing Guaranty of even date herewith (the "Guaranty") in favor of the Agent and has further agreed to enter into this Agreement for the purpose of providing the Secured Parties collateral security for the Guarantor's Obligations (which term when used herein shall have the meaning assigned in the Guaranty).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof, in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

The Grantor hereby represents and warrants that (i) the Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation pending or threatened against the Grantor concerning the validity or enforceability of the Marks, (ii) to the best of the Grantor's knowledge, the Marks are enforceable, (iii) no claim has been made that the use of the Marks violates the rights of any third person, and to the best of the Grantor's knowledge, there is no infringement by the Grantor of the trademark rights of others, (iv) the Marks are owned by Grantor and are not subject to any lien, security interest, encumbrance, license or the claims of any other person, and (v) the Grantor has the unqualified right to enter into this Agreement and to perform its terms.

Without the Agent's prior written consent, the Assignor will not mortgage, pledge assign, encumber, grant a security interest in, transfer, or alienate any of the Marks.

This security interest is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement dated September 19, 2000 (the "Security Agreement") executed and delivered by the Borrowers to the Agent. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent upon an Event of Default with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which, including, without limitation, Section 11 thereof, are incorporated by reference herein as if fully set forth herein. Without limitation, the Agent's remedies in the Event of Default shall include those allowed by law generally and those allowed under the Uniform Commercial Code as enacted in the State of Missouri.

This Agreement shall terminate upon the termination of the Guaranty and Agent, at the request and expense of Grantor, will execute and deliver to Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement as provided above and releasing the lien on the Trademark Collateral, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty) such of the Trademark Collateral as may be in the possession of Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement, together with all cash in respect of the Trademark Collateral at the time held by Agent hereunder.

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Guarantor's Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Indebtedness, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any

part thereof, is rescinded, reduced, restored or returned, Guarantor's Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Grantor shall take all actions as may be appropriate from time to time to maintain the registration of the Marks and to protect their use without the infringement of others. The Grantor shall not abandon any filed trademark registration application, or any trademark registration or any of the Marks without the consent of the Agent, which consent will not be unreasonably withheld; provided, however, Grantor may abandon, without Agent's prior consent, such applications or registrations if the mark associated therewith is no longer necessary to the Grantor's conduct of its business.

Grantor hereby appoints the Agent as the Grantor's attorney-in-fact for the purposes of carrying out the provisions of this Agreement and taking any action and executing any instrument which the Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided, that the Agent shall have and may exercise rights under this power of attorney only upon the occurrence and during the continuance of an Event of Default.

The agreements, waivers and indemnifications of Grantor made in the Guaranty are incorporated in this Agreement by this reference.

This Agreement is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of the State of Missouri.

Grantor agrees to pay any and all filing and recording fees associated with the Agent's public recordation of this Agreement by the Agent in public filing offices. Upon request of the Agent, the Grantor shall execute and deliver to the Agent, from time to time, such other items and documents, and pay the filing fees and recordation charges that may be incurred by the Agent, as are necessary for the Agent to obtain and maintain a first-perfected security interest in the Marks.

Notwithstanding anything to the contrary contained herein, the Agent assumes no liabilities of the Grantor with respect to any claim or claims regarding the Grantor's ownership of the Marks, all of which liabilities shall be exclusively the responsibility of the Grantor, and the Grantor hereby indemnifies the Agent from any such liabilities, except such liabilities as may be caused solely by the gross negligence or willful misconduct of the Agent.

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19th day of September, 2000.

HILLYARD ENTERPRISES, INC.,
a Missouri corporation

By: James P. Carolus
James P. Carolus
President

ACKNOWLEDGED:

FIRSTAR BANK, N. A., as Agent

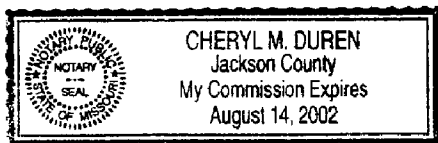
By: Barry E. Sullivan
Barry E. Sullivan
Vice President

STATE OF Missouri)
) ss.
COUNTY OF JACKSON)

On this 19th day of September, 2000, before me personally came James P. Carolus, to me personally known to be the person described in and who executed the foregoing instrument as President of Hillyard Enterprises, Inc., who being by me duly sworn, did depose and say that he is the President of Hillyard Enterprises, Inc., the corporation described in and which executed the foregoing instrument; the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Cheryl M. Duren
Notary Public

My commission expires:
August 14, 2002



SCHEDULE 1

U.S. Trademarks

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HIL-SHEEN	234,014	06/29/1979
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HILLYARD	456,302	03/29/1996
HILLYARD SUPER SHINE-ALL & DES	160,687	01/24/1969
ONEX-SEAL	143,673	01/28/1966
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TOP CLEAN	232,458	03/23/1979
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SCHEDULE 1

EU

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