

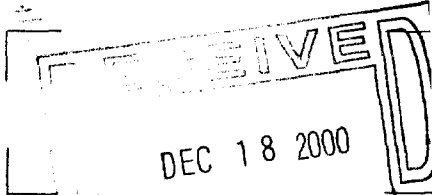
01-03-2001



101569729

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

Handwritten: K/KO
12.18.00



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

Name Denali Flavors, L.L.C. Execution Date
Month Day Year 9/15/00

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Bank One, Michigan

DBA/AKA/TA _____

Composed of _____

Address (line 1) 611 Woodward Avenue

Address (line 2) _____

Address (line 3) Detroit City MI State/Country 48226 Zip Code

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

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.)

FOR OFFICE USE ONLY

01/02/2001 DNGUYEN 00000533 76057537

40.00 DP
75.00 DP

01 FC:481
02 FC:482

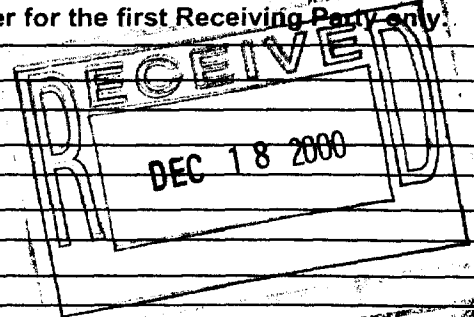
Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent 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: 002205 FRAME: 0096

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 (616) 975-5500

Name Terence J. Linn
Address (line 1) Van Dyke, Gardner, Linn & Burkhart, LLP
Address (line 2) 2851 Charlevoix Drive, South East
Address (line 3) P.O. Box 888695
Address (line 4) Grand Rapids Michigan 49588-8695

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 19

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)		
76/057537	76/057538		1806802	2303587	

Number of Properties Enter the total number of properties involved. # 4

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) # 22-0190

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.

Terence J. Linn
Name of Person Signing

Signature

December 12, 2000
Date Signed

Patent, Trademark and Copyright Security Agreement

This Patent, Trademark and Copyright Security Agreement ("Security Agreement") entered into as of September 15, 2000, by and between Bank One, Michigan (the "Bank") and Denali Flavors, L.L.C., a limited liability company with a place of business at 4666 Leighton Lakes Drive, Wayland, Michigan 49348 (the "Grantor"), in connection with the Loan Agreement (as hereinafter defined).

WHEREAS, the Bank and Wallace Blume have entered into a loan agreement dated September , 2000 (the "Loan Agreement"), whereby the Bank has agreed to loan money to Wallace Blume, and the Grantor has agreed to guarantee the obligations of Wallace Blume under the loan agreement and to grant a security interest in certain of its business assets to the Bank to secure that loan; and

WHEREAS, the Grantor represents that it now possesses the sole and complete ownership rights to the business assets to be secured by this Security Agreement and that it has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of its rights in said business assets to any party other than the Bank.

NOW THEREFORE, in consideration of the premises set forth in this Security Agreement, the aforementioned Loan Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the Bank and the Grantor agrees as follows:

Section 1.01. Grant of Security Interest. In order to secure the complete and timely satisfaction of all of the duties and obligations owing from the Grantor to the Bank as set forth in the Loan Agreement, the Grantor hereby pledges, mortgages and grants a first-priority security interest to the Bank in and to the following:

(1) All patents, patent applications and patentable inventions of the Grantor, including but not limited to those set forth in Exhibit 1, and (a) the invention and improvements described and claimed therein; (b) any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (c) all rights to income, royalties, profits, awards, damages or other rights relating to said patents, applications or inventions including the right to sue for past, present or future infringement; and (d) any other rights and benefits relating to said patents, applications, or inventions ("Patents").

(2) All trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks of the Grantor, including but not limited to those set forth in Exhibit 2 and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and

(c) any other rights and benefits relating to said trademarks including any rights as a licensor of said trademark ("Trademarks").

(3) All copyrights whether registered or unregistered including reversionary interests, copyright registrations and copyright applications and the goodwill underlying those copyrights of the Grantor, and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those copyrights thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said copyrights including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said copyrights including any rights as a licensor of said copyright ("Copyrights").

Section 2.01. No Liens, etc. The Grantor agrees that it will not, without the prior written consent of the Bank, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Bank in said Patents, Trademarks, and Copyrights or take any other acts which are contrary to or inconsistent with the rights granted to the Bank in this Security Agreement and will not cease the use of any Trademark or take any action or fail to take any action which will result in the cancellation or expiration of any of the Patent, Trademark or Copyright registrations covered by this Security Agreement without the prior written agreement of the Bank.

Section 3.01. Grantor's Obligation to Maintain and Enforce Rights. The Grantor further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Bank:

(1) To take all actions necessary to properly maintain and renew all Patents and registrations for Trademarks and Copyrights which are or may become subject to the Security Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Patents or registrations for Trademarks (including the filing of a declaration of incontestability under § 15 of the United States Trademark Act where possible) and Copyrights which may be necessary or appropriate under applicable law.

(2) To file new applications to register and protect under applicable law all patentable inventions, Trademarks or Copyrights acquired by the Grantor but for which applications have not previously been filed or to take all other actions necessary to cause Patents and registrations for Trademarks or Copyrights to be issued as a result of said applications.

(3) To protect such Patents, Trademarks and Copyrights from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Patents, Trademarks and Copyrights from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

Section 4.01. Reporting Requirements. The Grantor agrees to provide written semiannual reports to the Bank informing it of: (a) the status of all Patents and Trademarks subject to this Security Agreement including any new patents, patent applications, trademarks, trademark registrations, trademark applications, copyrights, copyright registrations, copyright applications or related licenses; and (b) any actions taken by the Grantor pursuant to paragraph 3.01 of this Security Agreement.

Section 5.01. After Acquired Property. If the Grantor shall obtain rights to or become entitled to the benefit of any new patents, patentable applications, patentable inventions, trademarks, registered trademarks, trademark applications, copyrights, copyright registrations, copyright applications or licenses before its obligations to the Bank as set forth in this Security Agreement have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and the Grantor hereby authorizes the Bank to modify or update this Security Agreement accordingly.

Section 6.01. Events of Default. The failure by the Grantor to perform any of the terms or conditions of this Security Agreement or the terms and conditions of the Loan Agreement shall constitute a material default. Upon the occurrence of such a default and upon the receipt by the Grantor of appropriate written notice from the Bank, the Grantor hereby authorizes and grants a power of attorney to the Bank to take any action as may be deemed to be necessary with respect to said Patents, Trademarks and Copyrights including but not limited to the assignment of all said Patents, Trademarks and Copyrights from the Grantor to the Bank. This right may be exercised in addition to any other rights and remedies which may be available under applicable law.

Section 7.01. Interpretation. This Security Agreement is subject to the terms and conditions of a Loan Agreement. Where any term in this Security Agreement may be inconsistent with any term in the Loan Agreement, the terms of the Loan Agreement shall control.

Section 8.01. No Waiver. The failure by the Bank to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar the Bank from continuing to exercise said rights in the future.


Section 9.01. Governing Law. The Security Agreement is to be governed by the law of the State of Michigan and is binding on the parties and their successors and assigns. The Grantor may not assign nor transfer any part of its obligations under this Security Agreement either expressly or by operation of law without the written consent of the Bank.

Section 10.01. Severability. The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

Section 11.01. Further Actions. The Grantor agrees to execute any other documents and take any further action upon the request of the Bank as may be deemed necessary to effectuate the terms of this Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the 15th day of September, 2000.

Attest:



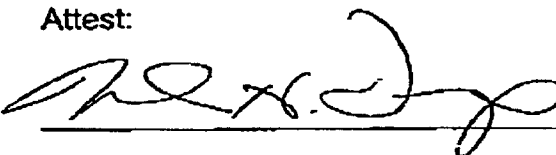
DENALI FLAVORS, L.L.C.

By: 

Wallace Blume

Its: Authorized Member

Attest:



BANK ONE, MICHIGAN

By: 

Its: VICE PRESIDENT

This FINANCING STATEMENT is presented in filing pursuant to the Michigan Uniform Commercial Code.

(Please Type All Information)

FOR FILING OFFICER (Date, Time, Number, and Filing Officer) DO NOT WRITE IN THIS SPACE

1. Debtor(s) (Last Name First If Individual) & Address(es)

Soc. Security #/Tax ID #: 38-3304903

Denali Flavors, L.L.C.

4666 Leighton Lakes Drive

City: Wayland State: MI Zip Code: 49348

Debtor(s) (Last Name First, If Individual) & Address(es)

Address

City State Zip Code

REC'D U. C. C. UNIT 10/03/00 9:00 AM SECRETARY OF STATE LANSING MI D700649

2. If Filing without debtor signature, item a, b, c, or d must be marked [X].

3. Secured Party(ies) and Address(es)

Secured Party #

5. No. of Add'l Sheets

6. State Account No.

a. [] Collateral was already subject to the security interest in another state when it was brought into Michigan, or when the Debtor's location changed to Michigan;

Bank One, Michigan 611 Woodward Ave. Detroit, MI 48226

7. (Mark [X] if applicable):

[X] Products of collateral are also covered.

[] The debtor is a transmitting utility as defined in MCLA 440.9105(1)(a).

b. [] Collateral is proceeds of the original collateral in which a security interest was perfected;

c. [] A previous filing covering the collateral has lapsed (Prev. Filing #):

d. [] The filing covers collateral required after a change of name, entity, or corporate structure of Debtor (MCLA 440.9402(2) & (7) FROM: (Prev. Filing #):

4. MAIL ACKNOWLEDGMENT COPY TO:

Borre, Peterson, Fowler & Reens, P.C. ATTN: Mark D. Sevald P.O. Box 1767 Grand Rapids, MI 49501-1767

8. Assignee(s) (if any) and address(es)

Secured Party #

9. This financing statement covers the following types (or items) of property:

All present and future equipment wherever located. All present and future account, chattel paper, instruments and general intangibles. All present and future inventory, wherever located. All property described on attached Exhibit A.

DENALI FLAVORS, L.L.C.

x Wallace Blume MEMBER Signature(s) of Debtor(s)

BANK ONE, MICHIGAN

x Wayne D. Smith V.P. Signature(s) of Secured Party(ies) or Assignee(s) of Record Wayne Smith

X Signature(s) of Debtor(s)

X Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, PROVIDE COMPLETE MAILING INFORMATION IN ITEM 4. UCC-1

0700649

EXHIBIT A

- (1) All patents, patent applications and patentable inventions of the Debtor, and (a) the invention and improvements described and claimed therein; (b) any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (c) all rights to income, royalties, profits, awards, damages or other rights relating to said patents, applications or inventions including the right to sue for past, present or future infringement; and (d) any other rights and benefits relating to said patents, applications, or inventions ("Patents").
- (2) All trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks of the Debtor, and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said trademarks including any rights as a licensor of said trademark ("trademarks").
- (3) All copyrights whether registered or unregistered including reversionary interests, copyright registrations and copyright applications and the goodwill underlying those copyrights of the Debtor, and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those copyrights thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said copyrights including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said copyrights including any rights as a licensor of said copyright ("copyrights").

**FIRST AMENDMENT TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This First Amendment to Patent, Trademark and Copyright Security Agreement (the "First Amendment") entered into as of November 16, 2000, by and between Bank One, Michigan (the "Bank"), and Denali Flavors, L.L.C. (the "Grantor").

WHEREAS, the Bank and the Grantor entered into a Patent, Trademark and Copyright Security Agreement (the "Security Agreement"), as of September 15, 2000, wherein the Grantor granted to the Bank a security interest in all of its intellectual property; and

WHEREAS, at the date the Security Agreement was executed, the information necessary to complete Exhibits to the Security Agreement had not been prepared; and

WHEREAS, the Grantor and the Bank desire to supplement the Security Agreement as provided herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Section 1.01(3) of the Security Agreement is hereby amended in its entirety, to provide as follows:

(3) All copyrights whether registered or unregistered including reversionary interests, copyright registrations and copyright applications and the goodwill underlying those copyrights of the Grantor, including, but not limited to, those set forth on Exhibit 3, and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those copyrights thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said copyrights including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said copyrights including any rights as a licensor of said copyright ("Copyrights").

2. The Exhibits to the Security Agreement are hereby amended in their entirety to conform with Exhibit 1, Exhibit 2, and Exhibit 3 attached to this First Amendment.

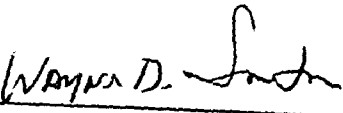
3. Except as expressly amended herein, all terms and conditions of the Security Agreement shall remain in full force and effect. The Security Agreement shall hereafter consist of the Security Agreement dated as of September 15, 2000, as amended by this First Amendment.

Executed as of the date first above written.

Attest:



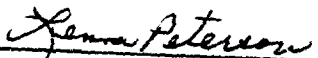
BANK ONE, MICHIGAN

By: 

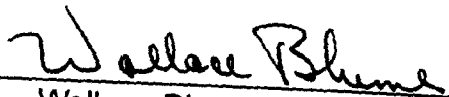
Wayne D. Smith

Its: Vice President

Attest:



DENALI FLAVORS, L.L.C.

By: 

Wallace Blume

Its: Authorized Member

Exhibit 2
**TRADEMARKS, TRADEMARK REGISTRATIONS,
AND TRADEMARK APPLICATIONS
AND ASSOCIATED GOODWILL**

All trademark assets included in Exhibit 1(F)(ii) to Stock Purchase Agreement between Jon Beckwith, Kathryn Beckwith, Wallace Blume and General Container Company of Michigan, Inc. dated September 29, 2000, attached hereto and incorporated herein.

Ex - 2

LIST OF ALL DENALI BUSINESS RELATED TRADEMARKS AND TRADENAMES

Exhibit 1(F)(ii) To

Stock Purchase Agreement Between Jon Beckwith, Kathryn Beckwith, Wallace Blume & General Container Company of Michigan, Inc. dated September 29, 2000

MARK	TYPE	CURRENT OWNER	US SERIAL #	US REG'N #
Denali Mt. McKinley®	Words/Logo	Denali Flavors, LLC	74385418	1830475
Alaskan Classics®	Words/Logo	Denali Flavors, LLC	74385419	1826516
Moose Tracks®	Words	Denali Flavors, LLC	75464299	2303587
Moose Tracks®	Words/Logo	GCCM	74195248	1806802
Cherry Moose Tracks®	Words/Logo	GCCM	74195248	1806802
Malted Moose Tracks®	Words/Logo	GCCM	74195248	1806802
Peanut Butter Moose Tracks®	Words/Logo	GCCM	74195248	1806802
Extreme Moose Tracks®	Words/Logo	GCCM	74195248	1806802
Chocolate Moose Tracks®	Words/Logo	GCCM	74195248	1806802
Moose Tracks® Shake	Words/Logo	GCCM	74195248	1806802
Bear Claw®	Words/Logo	GCCM	74365284	1846875
Bear Claw® Chocolate Milk	Words/Logo	GCCM	74365284	1846875
Caramel Caribou®	Words/Logo	Denali Flavors, LLC	75330901	2202289
Mother Lode®	Words/Logo	Denali Flavors, LLC	74452620	1978696
Glacier Mint®	Words/Logo	GCCM	75132995	2145751
Glacier Bay Lemon®	Words/Logo	GCCM d/b/a J & W Marketing	74723140	2046627
Fudge Attack®	Words/Logo	Denali Flavors, LLC	75330683	2232949
Butter Pecan Fudge Attack®	Words/Logo	Denali Flavors, LLC	75330683	2232949
Triple Pecan Fudge Attack®	Words/Logo	Denali Flavors, LLC	75330683	2232949
Log Jam®	Words/Logo	Denali Flavors, LLC	75204103	2145510
Icy Bay®	Words/Logo	GCCM d/b/a J & W Marketing	74719464	2038311
Lemon Ice®	Words/Logo	GCCM d/b/a J & W Marketing	74719463	2068483
Icy Bay® Lemon Ice®	Words/Logo	GCCM d/b/a J & W Marketing	See above 2	See above 2
Cherry Ice®	Words/Logo	Denali Flavors, LLC	75330904	2241365
Black Jack® Cherry Ice®	Words/Logo	GBI / Denali Flavors, LLC	75330904	2241365
Swamp Juice®	Words/Logo	GCCM / Jon Beckwith	74514831	1993883
Twirly Bird®	Words/Logo	GCCM / Jon Beckwith	74454871	1941456
T-Rex®	Words/Logo	GCCM / Jon Beckwith	74500849	1921098
T-Rexcrunch®	Words/Logo	GCCM / Jon Beckwith	74434557	1886223
Otter Paws™	Words/Logo	Denali Flavors, LLC	75902507	Pending
Wolf Pack Cherry™	Words/Logo	Denali Flavors, LLC	75862655	Pending
Kodiak Island Fudge™	Words/Logo	Denali Flavors, LLC	75608150	Pending
Mackinac Island Fudge™	Words/Logo	Denali Flavors, LLC	75546631	Pending
Mackinac Island Creamery™	Words/Logo	GCCM / Jon Beckwith	75764129	Pending
Peanut Butter Iditarod®	Words/Logo	Iditarod Trail Committee	Unknown	Unknown
Denali® Vanilla Bean	Words/Logo	Denali Flavors, LLC	Unknown	Unknown
Denali™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered
Coconut Igloos™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered
Rowdy Reindeer™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered
Muddy Snowshoes™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered
Tundra Nut Sundae™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered
Black Raspberry Bugaboo Fudge™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered
Ican Highway™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered
Killer Chocolate™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered
White Thunder™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered
Cabin Fever Crunch™	Words/Logo	Denali Flavors, LLC	Not registered	Not registered

Route 66	Words	GCCM / Jon Beckwith	Not registered	Not registered
Great Ice Creams Of The Caribbean	Words	GCCM / Jon Beckwith	Not registered	Not registered
Mackinac Island Trading Company	Words	GCCM / Jon Beckwith	Not registered	Not registered
Firebush Honey	Words	GCCM / Jon Beckwith	Not registered	Not registered
Firebush Salsa	Words	GCCM / Jon Beckwith	Not registered	Not registered
Crab Dip	Words	GCCM / Jon Beckwith	Not registered	Not registered
Smoky Bacon	Words	GCCM / Jon Beckwith	Not registered	Not registered
Pecan Turtle	Words	GCCM / Jon Beckwith	Not registered	Not registered
Sunrise OJ	Words	GCCM / Jon Beckwith	Not registered	Not registered
Sunrise Ice Cream	Words	GCCM / Jon Beckwith	Not registered	Not registered

Base Camp	Words	Denali Flavors LLC	75/500,459	2,230,923
Moose Head Design	Logo	Denali Flavors LLC	76/057,538	Pending
Moose Track Design	Logo	Denali Flavors LLC	76/057,537	Pending
Wild Thing!	Words	Denali Flavors LLC	75/917,649	Pending

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Bank One, Michigan
Marks : **MOOSE TRACKS, MOOSE TRACKS + Design, MOOSE HEAD
DESIGN and MOOSE TRACK DESIGN**
App./Reg. No. : 76/057,537; 76/057,538; 1,806,802; and 2,303,587
Class No. : 30

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

Dear Sir:

Please record the attached Security Agreement and First Amendment to the Security Agreement for the above-identified pending and registered trademarks.

Enclosed are the following:

1. Recordation Form Cover Sheet (Trademarks – 4 marks);
2. Patent, Trademark and Copyright Security Agreement dated September 15, 2000, and First Amendment to Patent, Trademark and Copyright Security Agreement dated November 16, 2000;
3. Check for \$115.00 (recordation of 4 Trademarks);
4. Certificate of Mailing; and
5. Return Post Card.

Applicant : Bank One, Michigan
App./Reg. No. : 76/057,537; 76/057,538; 1,806,802; and 2,303,587
Page : 2

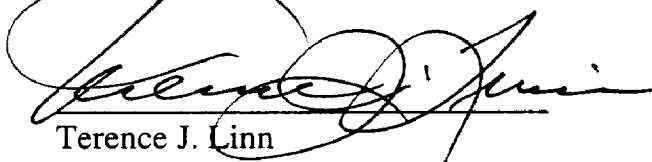
The Commissioner is requested to charge any additional fees or credit

over-payment to Deposit Account No. 22 0190.

Respectfully submitted,

BANK ONE, MICHIGAN

By ~~VANDYKE~~ GARDNER, LINN & BURKHART, LLP



Terence J. Linn
2851 Charlevoix Drive, S.E.
P. O. Box 888695
Grand Rapids, MI 49588-8695
(616) 975-5500

Date: *Dec. 12*, 2000

TJL:kjc
Enclosures