| Form PTO-1594 | 07-18-200 | 01 <u>s</u> н | EET | J. S. Department of Commerce | | |
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| (rev 3/1) | | Y | | Patent and Trademark Office | | |
| To the Honorable Commissioner | | | ached origina | al documents or copy thereof. | | |
| 1. Name of conveying party, | 10178131 |] and | Address o | f receiving party(ies) | | |
| Rico Corporation dba Rico | | Chatsv | s Bank PL vorth Hous | The state of the s | | |
| Individual(s) General Partnership X Corporation - California Other Additional name(s) of conveying party(ies | Association Limited Partnership s) attached? Yes X No | United | EC3A8BI Kingdom | Á | | |
| 3. Nature of conveyance: | | | dual(s) citi: ation | zensnip | | |
| Assignment X Security Agreement Other | Merger Change of Name | Association General Partnership Limited Partnership Corporation X Other Public Limited Company | | | | |
| Execution Date: June 28, | 2001 | representative (Designations) | designation is must be a sep | n the United States, a domestic attached:Yes X_ No arate document from assignment) s(es) attached?Yes X_ No | | |
| 4. Application number(s) | or registration numb | | | | | |
| A. Trademark Application | on No(s). | B. Trad | emark Reg | gistration No(s). | | |
| 75/637,945 75/606,604 76/094,250 | Additional numbers attach | 1,566,615 838,806 1,646,794 1,603,657 1,219,919 1,652,333 1,592,581 | | 4 1,580,537 1 409,985 6 1,185,684 4 5 | | |
| 5. Name and address of party | | 6. Total num | ber of app | lications/registrations | | |
| pondence concerning document | snould be mailed: | involved: | | <u>21</u> | | |
| Elaine D. Ziff, Esq. SKADDEN, ARPS, SLA & FLOM LLP Four Times Square New York, New York 1 | | | | ciencies are authorized to | | |
| 22001 ANNED1 00000061 192385 75637 | 945 | 8. Deposit Ac | count No. | 19-2385 | | |
| 481 40.00 CH 482 500.00 CH | DO NOT USE | THIS SPACE | | | | |
| 9. Statement and signature. To the best of my knowledge copy is a true copy of the original. | | ng information is | true and co | errect and any attached | | |
| Elaine D. Ziff Name Total num | Si ber of pages including cover s | gnature sheet, attachments, a | nd document: | Date | | |

SECURITY AGREEMENT

This Security Agreement (this "Agreement") is executed on June 29, 2001 by Rico Corporation dba Rico International, a California corporation, of 8484 San Fernando Road, Sun Valley, California 91352 ("Debtor").

As security for the payment and performance of all of Debtor's obligations to BARCLAYS BANK PLC (together with its successors and assigns, "Bank"), irrespective of the manner in which or the time at which such obligations arose or shall arise, and whether direct or indirect, alone or with others, absolute or contingent, Debtor does hereby grant a continuing lien and security interest in, and assigns, pledges, conveys, and transfers to Bank, the personal property, whether now or hereafter owned or in existence and all proceeds thereof ("Collateral"), which may be delivered or in the possession or control of Bank or its agents, described as:

- (a) All present and future accounts, accounts receivable, agreements, guarantees, contracts, leases, licenses, contract rights and rights to payment (collectively, the "Accounts"), together with all instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes and drafts, all other supporting obligations, and all forms of obligations owing to the Debtor or in which the Debtor may have any interest, however created or arising;
- (b) All present and future general intangibles, agreements, guarantees, contracts, contract rights, letter-of-credit rights, instruments, documents, leases, licenses and rights to payment; and all other forms of obligations owing to the Debtor or in which the Debtor may have any interest, however created or arising; all tax refunds of every kind and nature to which the Debtor now or hereafter may become entitled, however arising, all other refunds, all commitments to extend financing to the Debtor, and all deposits, goodwill, choses in action, trade secrets, computer programs, software, customer lists, trademarks, trade names, patents, licenses, copyrights, technology, processes, proprietary information, insurance proceeds and warranties including, the Copyrights, the Patents, the Marks and the goodwill of the Debtor's business connected with and symbolized by the Marks, including those listed on Schedule A;
- (c) All present and future demand, time, savings, passbook, deposit and like accounts (general or special) (collectively, the "Deposit Accounts") in which the Debtor has any interest which is maintained with any bank, savings and loan association, credit union or like organization, including, each account listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and all money, cash and cash equivalents of the Debtor, whether or not deposited in any Deposit Account:
- (d) All present and future books and records, including, books of account and ledgers of every kind and nature, all electronically recorded data relating to the

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Debtor or the business thereof, all receptacles and containers for such records, and all files and correspondence, including those located at the addresses listed on Schedule C;

- (e) All present and future goods, including, (i) musical instruments, and (ii) all furniture, fixtures, furnishings, machinery, automobiles, trucks, other vehicles, spare parts, supplies, equipment, tooling, molds, patterns, dies and other tangible property owned by the Debtor and used, held for use or useful in connection with its business, wherever located, and all other goods used in connection with or in the conduct of the Debtor's business or otherwise owned by the Debtor (collectively, the "Equipment"), including Equipment located at the addresses listed on Schedule D;
- (f) All present and future inventory and merchandise, including, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing (collectively, the "Inventory"), including Inventory located at the addresses listed on Schedule D;
- (g) All present and future stocks, bonds, debentures, certificated and uncertificated securities, security entitlements, subscription rights, options, warrants, puts, calls, certificates, securities accounts, commodity contracts, commodity accounts, partnership interests, limited liability company interests, joint venture interests and investment and/or brokerage accounts ("Investment Property"), including Investment Property listed in Schedule B, and all other investment property, and all rights, preferences, privileges, dividends, distributions (in cash or in kind), redemption payments or liquidation payments with respect thereto;
- (h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;
 - (i) All other tangible and intangible personal property of the Debtor;
- (j) All rights, remedies, powers and/or privileges of the Debtor with respect to any of the foregoing; and
- (k) Any and all proceeds and products of the foregoing, including, all money, accounts, general intangibles, deposit accounts, documents, instruments, letter-of-credit rights, investment property, chattel paper, goods, insurance proceeds and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

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The grant of a security interest in proceeds does not imply the right of Debtor to sell or dispose of any Collateral outside the ordinary course of business without the express consent in writing by Bank.

AGREEMENT

- 1. The term "credit" or "indebtedness" is used throughout this Agreement in its broadest and most comprehensive sense. Collateral shall be security for all nonconsumer indebtedness of Debtor to Bank in accordance with the terms and conditions herein. Terms used herein without definitions shall have the meanings ascribed to them in the Uniform Commercial Code, as in effect from time to time in the State of California.
- Debtor will: (a) pay when due all indebtedness to Bank, (b) execute such Financing Statements and other documents and do such other acts and things as Bank may from time to time require to establish and maintain a valid perfected security interest in Collateral, including payment of all costs and fees in connection with any of the foregoing when deemed necessary by Bank; (c) furnish Bank such information concerning Debtor and Collateral as Bank may from time to time request, including but not limited to current financial statements; (d) keep Collateral separate and identifiable and at the locations described herein and permit Bank and its representatives to inspect Collateral and/or records pertaining thereto from time to time during normal business hours; (e) not sell, assign or create or permit to exist any lien on or security interest in Collateral in favor of anyone other than Bank, Fleet National Bank, and Union Bank of California, unless Bank consents thereto in writing and at Debtor's expense upon Bank's request remove any unauthorized lien or security interest and defend any claim affecting the Collateral; (f) pay all charges against Collateral prior to delinquency including but not limited to taxes, assessments, encumbrances, insurance and diverse claims, and upon Debtor's failure to do so Bank may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor hereunder; (g) protect, defend and maintain the Collateral and the perfected security interest of Bank and initiate, commence and maintain any action or proceeding to protect the Collateral; (h) reimburse Bank for any expenses including but not limited to reasonable attorneys' fees and expenses (including the allocated costs of Bank's in-house counsel and legal staff) incurred by Bank in seeking to protect, collect or enforce any rights in Collateral; (i) when required, provide insurance in form and amounts and with companies acceptable to Bank and when required assign the policies or the rights thereunder to Bank; (j) maintain Collateral in good condition and not use Collateral for any unlawful purpose; (k) perform all of the obligations of the Debtor under the Collateral and save Bank harmless from the consequence of any failure to do so; (1) at its own expense, upon request of Bank upon the occurrence of an Event of Default (as defined in paragraph 4 below), notify any parties obligated to Debtor on any Collateral to make payment to Bank and Debtor hereby irrevocably grants Bank power of attorney to make said notifications and collections; and (m) promptly, but in any event prior to August 10, 2001, take such action as Bank may request to grant to Bank a security interest, perfected as acceptable to Bank, in the life insurance policies, including all cash surrender value, for Richard Knaub (Policy No. 120994070). Marvin Snyder (Policy No. 120994050), Leon Cooper (Policy No. 12024790), August Kund (Policy No. 121024800), and Jean Francois Rico (Policy No. 121264450), issued by Pacific Mutual Life Insurance Company, including but not limited to causing such insurance company to name Bank as an

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additional insured and/or loss payee under such policies, and causing the execution of all documents, including a collateral assignment, by such insurance company and Debtor with respect to such policies as are necessary to perfect Bank's security interest in the policies. Debtor hereby appoints Bank the true and lawful attorney of Debtor and authorizes Bank to perform any and all acts which Bank in good faith deems necessary for the protection and preservation of Collateral or its value or Bank's perfected security interest therein, including transferring any Collateral into its own name and receiving the income thereon as additional security hereunder. Bank does not assume any of the obligations arising under the Collateral.

- 3. Debtor warrants that: (a) it is and will be the lawful owner of all Collateral free of all claims, liens, encumbrances and setoffs whatsoever, other than the security interest granted pursuant hereto and the security interests granted to Fleet National Bank and Union Bank of California; (b) it has the capacity to grant a security interest in Collateral to Bank; (c) all information furnished by Debtor to Bank herein or hereafter, whether oral or written, is and will be correct and true as of the date given; and (d) the execution, delivery and performance hereof are within Debtor's powers and have been duly authorized.
- 4. The term Event of Default has the meaning set forth in that certain Group Extension and Waiver Agreement, dated on or about the date hereof, between, inter alia, Bank and Debtor, while that agreement is in full force and effect, and thereafter Event of Default has the meaning set forth in that certain revolving credit facility, dated as of January 25, 2000, between Bank and Boosey & Hawkes PLC.
- 5. Whenever an Event of Default occurs, Bank, at its option, may (a) sell, lease or otherwise dispose of Collateral at public or private sale; unless Collateral is perishable and threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank will give Debtor at least five (5) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (b) transfer any Collateral into its own name or that of its nominee; (c) retain Collateral in satisfaction of obligations secured hereby, with notice of such retention sent to Debtor as required by law; (d) notify any parties obligated on any Collateral consisting of accounts, instruments, chattel paper, choses in action or the like to make payment to Bank and enforce collection of any Collateral; (e) file any action or proceeding which Bank may deem necessary or appropriate to protect and preserve the right, title and interest of Bank in the Collateral; (f) require Debtor to assemble and deliver any Collateral to Bank at a reasonably convenient place designated by Bank; (g) apply all sums received or collected from or on account of Collateral, including the proceeds of any sales thereof, to the payment of the costs and expenses incurred in preserving and enforcing rights of Bank, including but not limited to reasonable attorneys' fees (including the allocated costs of Bank's in-house counsel and legal staff), and indebtedness secured hereby in such order and manner as Bank in its sole discretion determines; Bank shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second or pari passu secured party who has made a proper demand upon Bank and has furnished proof to Bank as requested in the manner provided by law; in like manner, Debtor agrees to pay to Bank without demand any deficiency after any Collateral has been disposed of and proceeds applied as aforesaid; and (h) exercise its banker's lien or right of setoff in the same manner as though the credit were unsecured. Bank shall have all the rights and remedies of a se-

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cured party under the Uniform Commercial Code of California in any jurisdiction where enforcement is sought, whether in said state or elsewhere. All rights, powers and remedies of Bank here-under shall be cumulative and not alternative. No delay on the part of Bank in the exercise of any right or remedy shall constitute a waiver thereof and no exercise by Bank of any right or remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy.

- 6. Debtor waives: (a) all right to require Bank to proceed against any other person including any other Debtor hereunder or to apply any Collateral Bank may hold at any time or to pursue any other remedy; Collateral, endorsers or guarantors may be released, substituted or added without affecting the liability of Debtor hereunder; (b) the defense of the Statute of Limitations in any action upon any obligations of Debtor secured hereby; (c) any right of subrogation and any right to participate in Collateral until all obligations secured hereby have been paid in full.
- 7. The right of Bank to have recourse against Collateral shall not be affected in any way by the fact that the credit is secured by a mortgage, deed of trust or other lien upon real property.
- 8. The security interest granted herein is irrevocable and shall remain in full force and effect until there is payment in full of the indebtedness or the security interest is released in writing by Bank.
- 9. Debtor shall be obligated to request the release, reassignment or return of Collateral after the payment in full of all existing obligations. Bank shall be under no duty or obligation to release, reassign or return any Collateral except upon the express written request of Debtor and then only where all of Debtor's obligations hereunder have been paid in full.
- 10. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require.
- This Agreement shall inure to the benefit of and bind Bank, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Bank of any part of the obligations secured hereby, Bank shall be fully discharged from all liability with respect to Collateral transferred therewith.
- 12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.
- 13. Debtor agrees to indemnify, defend, and save and hold harmless Bank and its affiliates (each and "Indemnified Party") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including without limitation reasonable fees and expenses of counse and allocated costs of internal counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or resulting from this Agreement (including without limitation enforcement of this Agreement), except to the extent that such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of compe-

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tent jurisdiction to have resulted solely from such Indemnified Party's gross negligence or willful misconduct.

14. Further Assurances.

- Debtor agrees that from time to time, at Debtor's expense, it will promptly execute (a) and deliver all further instruments and documents, and take all further actions, that Bank may reasonably request to perfect and protect any pledge, assignment or security interest granted or purported to be granted by Debtor hereunder, or to enable Bank to exercise and enforce its rights and remedies hereunder with respect to any Collateral of Debtor. Without limiting the generality of the foregoing, Debtor will promptly, with respect to the Collateral, (i) mark conspicuously each chattel paper with a legend in form and substance reasonably satisfactory to Bank, indicating that such chattel paper is subject to the security interest granted hereby; (ii) if any such Collateral shall be evidenced by a promissory note or other instrument or chattel paper, deliver and pledge to Bank such note or instrument or chattel paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Bank; (iii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Bank may request, to perfect and preserve the security interest granted or purported to be granted by Debtor hereunder; (iv) deliver and pledge to Bank certificates representing Collateral that constitutes certificated securities, accompanies by undated stock or bond powers executed in blank; and (v) deliver to Bank evidence that all other action that Bank may deem reasonably necessary or desirable to perfect and protect the security interest created by Debtor under this Agreement has been taken.
- (b) Debtor hereby authorizes Bank to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral of Debtor without the signature of Debtor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.
- Debtor will furnish to Bank from time to time statements and schedules further iden-(c) tifying and describing the Debtor's Collateral and such other reports in connection with such Collateral as Bank may reasonably request, all in reasonable detail.
- Upon reasonable request of Bank, Debtor shall promptly, and in any event no later than 42 days after such request of Bank, (1) execute and deliver, and cause each of the financial institutions listed on Schedule B hereto, Union Bank of California, and Fleet National Bank to execute and deliver account control agreements sufficient to perfect the Liens granted on Debtor's deposit accounts and securities; and (ii) execute and deliver such agreements and instruments suitable for filing in the United States Patent and Trademark Office and the United States Copyright Office as may be necessary or requested by Bank to perfect Bank's Lien on Debtor's copyrights, patents and marks. Debtor shall promptly, and in any event no later than 10 days after the execution of this Agreement, execute and deliver such

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Uniform Commercial Code financing statements as may be requested by Bank to perfect Bank's lien on the Collateral.

- (e) Debtor will promptly, but in any event prior to August 10, 2001, take such action as Bank may request to (i) grant to Bank a security interest, perfected as acceptable to Bank, in the life insurance policies (including all cash-surrender value) referred to in clause 2(m) above and in clause IV.N of that certain Loan Modification Agreement, dated as of June ____, 2001, between Debtor and Union Bank of California; and (ii) provide Bank with a certificate from the insurers referred to in such clauses, reasonably satisfactory to Bank, naming Bank as additional insured and/or loss payee under such policies. Such action may include, without limitation, causing the execution of all documents, including a collateral assignment, by the insurance company and Debtor with respect to such policies as are necessary to perfect Bank's security interest in such policies.
- (f) Debtor will, upon demand, pay to Bank the amount of any and all reasonable expenses, including without limitation the reasonable fees and expenses of its counsel (including allocated costs of internal counsel) and of any experts and agents that Bank may incur in connection with (i) the administration of this Agreement; (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral of Debtor; (iii) the exercise or enforcement of any of the rights of Bank hereunder; or (iv) the failure by Debtor to perform or observe any of the provisions hereof.
- 15. The laws of the State of California shall govern this Agreement and the rights and obligations of Debtor and Bank under this Agreement, without regard to principles of conflicts of law.
- 16. DEBTOR AND BANK HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

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Debtor-

RICO CORPORATION dba RICO INTERNATIONAL, a California corporation,

By:

Name william The

Security Agreement Signature Page

SCHEDULE A

COPYRIGHTS, PATENTS AND MARKS

| TRADEMARKS | | | _ | | | | | |
|------------------------------|---|-----------------|--|--|---|------------|---------------------|-----------------|
| | | | | | | | Renewal | |
| Mark | Country | Class | Reg. # | Reg. Date | Description | Owner | Date | Status |
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| letalite | USA | 15 | 1659688 | 10/8/91 | Mouthpiece | Ruco Corp | 10/8/01 | Allow to lapse |
| archelt Luris | USA | 15 | 1652333 | 7/30/91 | Reids, N 255 | Rien Corp. | 7/30/01 | Registered |
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| touthpiece Saver | USA | 15 | 1592581 | 4/17/90 | Accessories | Rico Corp | 4/17/10 | Renewed |
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| eedgard | USA | 15 | 1277984 | 5/15/84 | Reed Holders | La Vo2 | 5/15/04 | Registered |
| eedgard II | | | | 12/12/20 | Read Holden. | Rice Com | 12/12/99 | Registered |
| eedgard IV | USA | 15 | 1571796 | 12/19/89 | Reed Holders | Rico Corp | 12/19/99 | Registered |
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