

10-12-01
Tab settings



101872566

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **ROWE INTERNATIONAL, INC.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (DE)
- Other

10-12-01

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: October 5, 2001

2. Name and address of receiving party(ies):

Name: THE CHASE MANHATTAN BANK, as Collateral Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/116,321 ; 76/106,605 ; 75/768,722

B. Trademark Registration No.(s)

2,366,273 ; 2,388,468 ; 2,356,163 ; 2,309,859 ; 2,322,197

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Robyn Greenberg, Esq.
Name of Person Signing

Robyn Greenberg
Signature

10/11/01
Date

Total number of pages comprising cover sheet: 7

10/15/2001 GTDM11 00000054 76116321

01 FC:481
02 FC:482

40.00 DP
175.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002381 FRAME: 0785

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 5, 2001 is made by Rowe International, Inc., a Delaware corporation (the "Borrower"), in favor of The Chase Manhattan Bank, as Collateral Agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") parties to the Second Amended and Restated Credit Agreement, dated as of August 13, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Rowe Finance Co., Inc., a Delaware corporation, CPC Vending, Inc., a Delaware corporation, the Lenders, and The Chase Manhattan Bank in its capacity as Agent and as Collateral Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered the Second Amended and Restated Security Agreement, dated as of August 13, 1998, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Collateral Agent for the benefit of the Lenders a continuing security interest in all Trademarks and Trademark Licenses, as each term is defined in the Security Agreement; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made

upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Second Priority Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROWE INTERNATIONAL, INC.

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK
as Collateral Agent for the Lenders

By: Thomas D. Dinkben
Name: THOMAS D. DINKBEN
Title: MANAGING DIRECTOR

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of October 5, 2001 is made by Rowe International, Inc., a Delaware corporation (the “Borrower”), in favor of The Chase Manhattan Bank, as Collateral Agent (the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”) parties to the Second Amended and Restated Credit Agreement, dated as of August 13, 1998 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Rowe Finance Co., Inc., a Delaware corporation, CPC Vending, Inc., a Delaware corporation, the Lenders, and The Chase Manhattan Bank in its capacity as Agent and as Collateral Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered the Second Amended and Restated Security Agreement, dated as of August 13, 1998, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Collateral Agent for the benefit of the Lenders a continuing security interest in all Trademarks and Trademark Licenses, as each term is defined in the Security Agreement; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants

a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Second Priority Obligations.

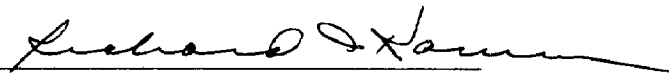
SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROWE INTERNATIONAL, INC.

By: 
Name: **Richard J. Kamm**
Title: **Vice President - CFO**

THE CHASE MANHATTAN BANK
as Collateral Agent for the Lenders

By: _____
Name:
Title:

STATE OF)
) SS
COUNTY OF)

MARIE ANDRUS
Notary Public, Kent County, MI
My Commission Expires 04-05-2005

On the 9th day of October, 2001, before me personally came Richard A. Gamm, who is personally known to me to be the Vice President of Rowe International, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President of such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Marie Andrus
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Applications and Trademark Registrations

<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>
STUDIO SOUND	76/116,321	August 24, 2000
NETSTAR	76/106,605	August 8, 2000
LASERSTAR SATURN	75/768,722	August 5, 1999

<u>Title</u>	<u>Reg. No.</u>	<u>Registration Date</u>
ROWE	2,366,273	July 11, 2000
LASERSTAR ENCORE	2,388,468	September 19, 2000
SUNRISE	2,356,163	June 6, 2000
CENTURY	2,309,859	January 18, 2000
LASERSTAR STORM	2,322,197	February 22, 2000