**FORM PTO-1594** 

Gregory T. Pealer

Name of Person Signing

#### **PECORDATION FORM COVER SHEET**

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

### TO A DEMA DECOMI V

12-11-2001 TRADEMA	RKSONLY
Patents and Trademarks:	Please record the attached original documents or copy thereof.
101912198   S. Abraham & Sons, Inc.   DEC 0 6 2001   S. Abraham & Sons, Inc.   DEC 0 6 2001   S. Association   Association   Corporation   Corporation   Corporation   Corporation   Corporation   Corporation   Additional name(s) of conveying party(ies) attached?   Yes   No      Assignment   Merger   Change of Name   Change of Name   Change of Name   Change of Name   Change   Ch	2. Name and address of receiving party(ies)  Name: Harris Trust and Savings Bank, as Age Internal Address:  Street Address: 111 West Monroe Street  City: Chicago State: IL ZIP: 60603  Individual(s) citizenship  Association  General Partnership  Limited Partnership  Corporation-State  Other
Other	If assignee is not domiciled in the United States, a domestic representative designation is attached:  (Designations must be a separate document from assignment)  Additional name(s) & address(es) attached?   Yes   No
4. Application number(s) or patent number(s):  A. Trademark Application No.(s)  See Schedule A-1  Additional numbers at	B. Trademark Registration No.(s)  See Schedule A-1  tached?  Yes  No
Name and address of party to whom correspondence     concerning document should be mailed:	6. Total number of applications and registrations involved:5
Internal Address: Reedfax  Crystal Plaza One Suite 1207 2001 Jefferson Davis Hwy. Arlington, Virginia 22202	7. Total fee (37 CFR 3.41)
Street Address:  City: State: ZIP:	8. Deposit account number:  ———————————————————————————————————
01 FC:481 40.00 0P 02 FC:482 100.00 0P	nation is true and correct and any attached copy is a true copy of

Date

# SCHEDULE A-1 TO TRADEMARK COLLATERAL AGREEMENT

# REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Marks	REG NO.	GRANTED
SAS and design	1940648	12/12/95
SAS	1942197	12/19/95
Sunny Images	1654623	8/20/91
Thirst Quencher and design	1995000	8/20/96
True Quality and design	2236215	3/30/99

#### TRADEMARK COLLATERAL AGREEMENT

This 29th day of November, 2001, S. ABRAHAM & SONS, INC., a Michigan corporation (the "Debtor"), with its principal place of business and mailing address at 4001 Three Mile Road, Grand Rapids, Michigan 49501 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("HTSB") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the "Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by any Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "Trademark Collateral"), to secure performance of all Obligations as set out in that certain Security Agreement bearing even date herewith originally by and between Debtor and Secured Party (the "Security Agreement"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and 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 are incorporated by reference herein as if fully set forth herein.

1290233.01.05.B 1547454/CMB

IN WITNESS WHEREOF, Debtor has caused the executed as of the date and year last above written.	nis Trademark Collateral Agreement to be duly
S. A	abraham & Sons, Inc.
By a	Strate & Alraham Vame: EXEC VP
Accepted and agreed to in Chicago, Illinois as of the date first above written.	
	RRIS TRUST AND SAVINGS BANK, as Secured Party
By	
	Name:

Title: \_\_\_\_\_

Signature Page to Trademark Collateral Agreement

executed as of the date and year last above written.		
S	. Abraham & Sons, Inc.	
В	Name:Title:	
Accepted and agreed to in Chicago, Illinois as of the date first above written.		
F	IARRIS TRUST AND SAVINGS BANK, as Secured Party	
E	Name: Villen J. Kane Title: Ville Preside	

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly

# SCHEDULE A-2 TO TRADEMARK COLLATERAL AGREEMENT

#### TRADEMARK LICENSES

None

**RECORDED: 12/06/2001**