

04-05-2002

Form PTO-1594 (Rev. 03/01) **4-5-02**  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

ARDCO HOLDINGS, INC.

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

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

2. Name and address of receiving party(ies)

Name: SunTrust Bank

Internal

Address: \_\_\_\_\_

Street Address: 303 Peachtree Street

City: Atlanta State: GA Zip: 30308

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: March 31, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1529583, 1904333, 1875177, 1488291, 2072161, 1120902, 1289961, 1023774, 1904334

Additional number(s) attached  Yes  No

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

Name: Diane S. White

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: \_\_\_\_\_

9

7. Total fee (37 CFR 3.41).....\$ 360.00

- Enclosed \$120.00 expediated fee
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

40 00 00  
200.00 00  
120.00 00

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.

Diane S. White

Name of Person Signing

Signature

4/3/02

Date

Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK

REEL: 002442 FRAME: 0250

04/08/2002 JTR/LME 00000073 529583

01 FC:461  
02 FC:462  
03 FC:404

## COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 31<sup>st</sup> day of March, 2002 by ARDCO HOLDINGS, INC., a Delaware corporation ("Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as agent for itself and certain other lenders from time to time party to the Security Agreement defined below ("Agent");

### WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Anthony, Inc. f/k/a New Anthony, Inc. ("Borrower"), Grantor, the "Lenders" named therein, and the Agent, among others, are parties to a certain Credit and Security Agreement, dated as of December 22, 1998 (herein, as it has been supplemented, amended and modified to date and as it may be further supplemented, amended or modified from time to time, called the "Security Agreement"; capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Security Agreement), and this Agreement is being executed in supplementation thereof;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security for the payment of all Obligations, shall constitute a part of the Collateral, and shall be subject to all of the terms and conditions of the Security Agreement.

Notwithstanding the foregoing, unless and until Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

Grantor further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Agent in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Agent may do so in Grantor's name or in Agent's name but


at Grantor's expense, and Grantor hereby agrees to reimburse Agent for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Obligations. At such time Agent shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Agent's interest in the Trademark Rights, all at the cost and expense of Grantor.

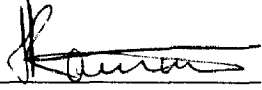
This Agreement shall inure to the benefit of Agent and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officer thereunto duly authorized under seal as of the date first above written.

ARDCO HOLDINGS, INC.

By:   
Name: GLENN KAUFMAN  
Title: VICE PRESIDENT

On March 28, 2002, before me appeared the person(s) who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his (their) capacity(ies) as a (the) representative(s) having the title(s) inscribed above of Ardco Holdings, Inc., a Delaware corporation, who acknowledged that he (they) signed same as his (their) free act(s) for and on behalf of the identified company with authority to do so.



Notary Public

J. SITA RAMNARACE  
Notary Public, State of New York  
No. 01RA6008809  
Qualified in Queens County  
Commission Expires June 15, 2002

**Exhibit A**a. **ACTIVE REGISTRATIONS (Worldwide)**

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>
ARDCO	United States	1529583
	Benelux	347502
	Canada	201284
	Denmark	0628/1980
	Finland	76347 (Expired)
	Germany	981502
	Norway	104798
	Sweden	168545
COLORGLIDE 3	United States	1904333
	Canada	194065
	Finland	77387
DISPLAYRITE	United States	1875177
GLIDEMATIC	United States	1488291
	Canada	364727
RIMDOOR	United States	2072161
SCAN-X	United States	1120902
SWINGLINE 3	United States	1289961
SWINGLINE 180 TEMPER-GARD	Canada	177524
	United States	1023774
VANGARD	United States	1904334

b. EXPIRED REGISTRATIONS (U.S. ONLY)

	1304315	SWINGLINE 180
73677688	1483291	VANGARD
73564897	1430132	FLORA FRESH
73392740	1289962	SWINGLINE II
81017323	1017323	LEKTRONI-GARD
81015199	1015199	WATT-GARD
72447934	0978587	COLORGLIDE

**UNREGISTERED TRADEMARKS**

M-Line; Enertech; Enertech3; Coolrite; Freezerite; Colorglide II; Enertech Gas-Filled Insulweld; Glidematic II; Glidematic 3; LE600 Lighting System; 800 Lighting System; Lektra-Gard; Magni-matic; Magni-matic I-Plus; Sta-Clear 3; Tandem Mullion; Temper Gard SC3; Temper Gard HST; Uniframe; XL-400 Uniframe; Watt-Gard; Lok-Shelf; Speed-Shelf System; Fast Track; Fast Track 11

Colorglide 3, GlideMatic, XL-500, Sta-Clear 2, Vanguard, Enertech2, Rim Door, SwingLine3, SwingLine4, Conveyorette Super Shelves, ProfitMaker, PowerLens, PowerLens2, Scan-X, SwingLine 180, RiteView, DisplayRite,