

7-12-02

07-12-2002

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

BPNC, INC.

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

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

3. Nature of conveyance:

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

Execution Date: 7/ /2002

2. Name and address of receiving party(ies)

Name: THE HUNTINGTON NATIONAL BANK

Internal

Address: _____

Street Address: 300 MADISON AVENUE

City: Toledo State: OH Zip: 43604

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State U.S.
- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

2555017

Additional number(s) attached Yes No

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

Name: KENNETH C. BAKER

Internal Address: EASTMAN & SMITH LTD.

Street Address: ONE SEAGATE, 24TH FLR.

City: TOLEDO State: OH Zip: 43604

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

KENNETH C. BAKER

Name of Person Signing

Signature

07/10/2002

Date

Total number of pages including cover sheet, attachments, and document: 5

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

07/12/2002 GT0N11 00000138 2555017

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TRADEMARK
REEL: 002542 FRAME: 0432

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of July 9th, 2002 by BPNC, Inc., an Ohio corporation formerly known as Fubar Corporation (the "Grantor") in favor of The Huntington National Bank (the "Bank").

W I T N E S S E T H:

WHEREAS, Grantor and the Bank are parties to a Business Loan Agreement dated January 28, 2002 and a \$385,000 Promissory Note of even date therewith issued thereunder, and Grantor has delivered to the Bank its \$100,000 Promissory Note dated June 17, 2002 (together, all such documents are referred to herein as the "Credit Documents"), pursuant to which the Bank has extended credit to Grantor on the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Bank, as follows:

SECTION I. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, (all of the foregoing items in this clause (A) being collectively called a "Trademark") , including without limitation, those referred to in **Exhibit 1** hereto;

B. all Trademark licenses;

C. all renewals, reissues, continuations, extensions or the like of any copyrights, trademarks, service marks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses (A) and (B);

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the Trademarks, service marks, trade names and the other general intangibles of the Grantor and symbolized by the items described in clauses (A) and (B);

E. all rights of action on account of past, present and future unauthorized use of any said copyrights, trademarks or service marks and for infringement of said copyrights, trademarks or service marks and like protection, including any Trademark, Trademark registration or Trademark license referred to on Exhibit 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

F. the right to file and prosecute applications for copyrights, and for registration of trademarks and service marks on any of said copyrights, trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world.

SECTION II. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Credit Documents. The Credit Documents (and all rights and remedies of the Bank hereunder) shall remain in full force and effect in accordance with their terms.

SECTION III. Liabilities. As used herein, the "Liabilities" means all obligations, liabilities and indebtedness from time to time owing by Grantor to the Bank, whether matured or unmatured, absolute or continuing, secured or unsecured, joint or several, due or not due and whether now existing or hereafter incurred, and all interest, fees, expenses and charges now accrued or hereafter accruing thereon, including without limitation the outstanding balances of principal and interest from time to time owing by Grantor to Bank pursuant to the Credit Documents and all costs and expenses (including attorneys' fees and expenses) owing by Grantor to Bank under the Credit Documents.

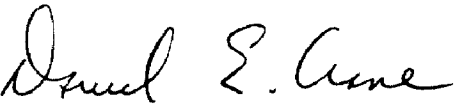
SECTION IV. Release of Security Interest. Upon payment in full of all Liabilities, the Bank shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION V. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Commercial Security Agreement dated January 28, 2002, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION VI. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

THE HUNTINGTON NATIONAL BANK

By: 
Daniel E. Crane, its Vice President

BPNC, Inc. f/k/a Fubar Corporation


By: 
Brian Pearson, President

EXHIBIT 1

TRADEMARKS

Owner	Trademark	Country/Class	Serial Number	Registration Number	Registration Date
FUBAR CORPORATION N/K/A BPNC, INC.	"ZIPPERS THE ORIGINAL GELATIN SHOT"	USA/47&49	76-049319	2555017	4/2/02

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