

03-19-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

102393731

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

1. Name of conveying party(ies): Sofanou, Inc. 3.17.03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies)
Name: Fifth Third Bank
Internal Address: Suite 1500
Street Address: 1000 Town Center
City: Southfield State: MI Zip: 48075
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Michigan
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 Merger
Security Agreement Change of Name
Other
Execution Date: 09/30/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1646019 and 1968753
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John C. Blattner
Internal Address: Butzel Long, Suite 300
Street Address: 350 S. Main Street
City: Ann Arbor State: MI Zip: 48103

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 12-2136

DO NOT USE THIS SPACE

9. Signature.
John C. Blattner, Esq. Signature Date 02/26/2003
Name of Person Signing Signature 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

03/18/2003 LNWELLER 00000220 122136 1646019

01 FC:0521 40.00 CH
02 FC:0522 25.00 CH

TRADEMARK REEL: 002693 FRAME: 0325

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS)

WHEREAS, Sofanou Inc., a Michigan corporation (herein referred to as "Grantor") owns the Trademark Collateral (as defined below);

WHEREAS, Grantor, the Guarantors (as defined in the Credit Agreement, (as defined below)) and Fifth Third Bank (Eastern Michigan), a Michigan banking corporation, (herein referred to as "Lender") are parties to a Credit Agreement dated as of September 30, 2002 (as the same may be amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 2002 (as such agreement may be amended from time to time, the "Security Agreement") among Grantor, the Guarantors, and Lender, Grantor has granted to Lender a continuing security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each trademark owned by Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by Grantor, including, without limitation, any trademark referred to in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Lender's discretion, so long as any Default or Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all


documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral 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.

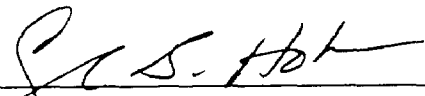
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of September 30, 2002.

SOFANOU INC.

By: 
Name:
Title:

Acknowledged:

Fifth Third Bank (Eastern Michigan)

By: 
Name:
Title: *Vice President*

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

I, NANCY M. PASSALACQUA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that GLENN D. ERNST, _____, of Sofanou Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 30th day of September _____, 2002.

Nancy M. Passalacqua

Signature of Notary Public

My Commission Expires: _____
NANCY M. PASSALACQUA
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES JUNE 9, 2004

SCHEDULE 1
TRADEMARK REGISTRATIONS
AND APPLICATIONS

Name	Description	Date	Registration Numbers
Sofanou Inc.	Conform-A-Sleeve	May 28, 1991	Trademark Registration 1,646,019
Sofanou Inc.	Armorsleeve	April 16, 1996	Trademark Registration 1,968,753