

Form PTO-1594 (Rev. 06/04)
 OMB Collection 0651-0027 (exp. 6/30/2006)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

- 1. Rex Radio and Television, Inc.
- 2. Kelly & Cohen Appliances, Inc.
- 3. Stereo Town, Inc.
- 4. Rex Kansas, Inc.
- 5. Rex Alabama, Inc.
- 6. Rexstores.com, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation—State OH; OH; GA; KS; OH; OH
 Other: _____

Citizenship: _____

Execution Date(s): 9/14/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other **Amended and Restated Security Agreement and Mortgage**

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

Additional names, addresses, or citizenship attached? Yes No

Name: Fleet Retail Group, Inc.

Internal Address: _____

Street Address: 40 Broad Street

City: Boston

State: MA

Country: US Zip: 02109

- Association Citizenship: _____
 General Partnership Citizenship: _____
 Limited Partnership Citizenship: _____
 Corporation Citizenship: DE
 Other: _____ Citizenship: _____

If assignor is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,310,335

Additional sheet(s) attached? Yes No

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

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway

Suite 1007

Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total Fee (37 CFR 2.6(b)(6) & 3.41): \$ 40.00

- Authorized to be charged by credit card
 Authorized to be charged by Deposit Account
 Fees Enclosed

8. Payment Information:

Deposit Account Number: 19-3545

Authorized User Name: Christopher E. Kondracki

9. Signature:


 Signature

9/28/04
 Date

Christopher E. Kondracki
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 21

CH \$40.00 193545 1310535

**AMENDED AND RESTATED SECURITY AGREEMENT AND MORTGAGE -
TRADEMARKS AND PATENTS**

AMENDED AND RESTATED SECURITY AGREEMENT AND MORTGAGE -- TRADEMARKS AND PATENTS, dated as of September 14, 2004, made by REX RADIO AND TELEVISION, INC., an Ohio corporation ("Rex Radio"), KELLY & COHEN APPLIANCES, INC., an Ohio Corporation ("Kelly"), STEREO TOWN, INC., a Georgia corporation ("Stereo Town"), REX KANSAS, INC., a Kansas corporation ("Rex Kansas"), REX ALABAMA, INC., an Ohio corporation ("Rex Alabama"), and REXSTORES.COM, INC., an Ohio corporation ("Rex Internet", and together with Rex Radio, Kelly, Stereo Town, Rex Kansas and Rex Alabama, each a "Debtor" and, jointly and severally, the "Debtors"), and FLEET RETAIL GROUP, INC., as agent (in such capacity, referred to herein as "Secured Party") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Loan Agreement dated as of September 14, 2004 (as it may be further amended, modified or supplemented from time to time, the "Loan Agreement"; terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement).

WHEREAS, the Debtors, Fleet Bank, N.A. (as successor to NatWest Bank, N.A.), in its capacity as agent (the "Original Agent") for itself and for a syndicate of lenders (the "Original Lenders"), and the Original Lenders entered into an Amended and Restated Loan Agreement dated as of July 31, 1995 (as amended, modified, restated or supplemented to date, the "Original Loan Agreement");

WHEREAS, in connection with the Original Loan Agreement, the Debtors entered into a Security Agreement and Mortgage - Trademarks and Patents with the Original Lender, dated as of July 31, 1995 (the "Original IP Security Agreement");

WHEREAS, on the date hereof, the interests of Fleet Bank, N.A., as the Original Agent and an Original Lender, have been assigned to its Affiliate, Fleet Retail Group, Inc., and the Original Loan Agreement has been amended and restated in its entirety to, among other things, reduce the total maximum amount of the facility provided thereunder and extend the Expiration Date thereof pursuant to the Loan Agreement;

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that the Original IP Security Agreement be amended and restated in its entirety as set forth below (as so amended and restated, the "IP Security Agreement") in order to, among other things, confirm the IP Security Agreement secures all "Obligations" at any time and from time to time outstanding under the Loan Agreement;

WHEREAS, Debtors have adopted the terms and designs described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Debtors are the owners and holders of the patents listed on Schedule B hereto.

NOW, THEREFORE, the parties hereto agree that the Original IP Security Agreement shall hereby be amended and restated in its entirety as follows:

For and in consideration of the loans and advances to be made under the Loan Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, and as collateral security for the full and prompt payment and performance of all Obligations (as defined in the Loan Agreement), Debtors hereby mortgage to and pledge with the Secured Party, and grant to the Secured Party a security interest in, all of their respective right, title and interest in and to (i) each of the Trademarks (as hereinafter defined), and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of Debtors relating to the distribution of products bearing the Trademarks and each of the registrations described in Schedule A; (ii) each of the Patents (as hereinafter defined) and each of the registrations listed on Schedule B hereto; and (iii) any and all proceeds of the foregoing, including, without limitation, any claims by Debtors against third parties for infringement of the Trademarks or the Patents (collectively, the "IP Collateral").

1. Terms defined in the Loan Agreement and not otherwise defined herein, shall have the meaning set forth in the Loan Agreement. As used in this Agreement, unless the context otherwise requires:

"Patents" shall mean (i) all letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by any Debtor, including, but not limited to, those described in Schedule B annexed hereto and made a part hereof, and (ii) all reissues, continuations, continuations-in-part or extensions or divisionals thereof and all licenses thereof.

"Trademarks" shall mean (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by any Debtor, including, but not limited to, those described in Schedule A annexed hereto and made a part hereof, and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

2. Each Debtor hereby represents, warrants, covenants and agrees as follows:

(a) Each Debtor has good title to each of the Trademarks shown as owned by it on Schedule A hereto in the United States for the goods and services covered by the registrations thereof and such registrations are valid and subsisting and in full force and effect.

(b) Each Debtor will perform all acts and execute all documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, substantially in the forms of Exhibits 1 and 2 hereof, respectively, reasonably requested by the Secured Party at any time to evidence, perfect, maintain, record and enforce the Secured Party's interest in the IP Collateral or otherwise in furtherance of the provisions of this Agreement, and each Debtor hereby authorizes the Secured Party to execute and file one or more financing statements (and similar documents) or copies thereof or of this IP Security Agreement with respect to the IP Collateral signed only by the Secured Party.

(c) Except to the extent that the Secured Party, upon prior written notice of a Debtor, shall consent, each Debtor (either itself or through licensees) will continue to use the Trademarks in order to maintain the Trademarks in full force free from any claim of abandonment for nonuse and Debtors will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(d) Each Debtor has good title to each of the Patents shown as owned by it on Schedule B hereto and the registrations thereof are valid and subsisting and in full force and effect. None of the Patents has been abandoned or dedicated, and, except to the extent that the Secured Party, upon prior written notice by a Debtor, shall consent, Debtors will not do any act, or omit to do any act, whereby the Patents may become abandoned or dedicated and shall notify the Secured Party immediately if it knows of any reason or has reason to know that any application or registration may become abandoned or dedicated.

(e) Debtors will be jointly and severally liable to promptly pay the Secured Party for any and all reasonable sums, costs, and expenses which the Secured Party may pay or incur pursuant to the provisions of this IP Security Agreement or in enforcing the Obligations, the IP Collateral or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel, and reasonable attorneys' fees, all of which together with interest at the highest rate then payable on the Obligations shall be part of the Obligations and be payable on demand.

(f) In no event shall any Debtor, either itself or through any agent, employee, licensee or designee, (i) file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or (ii) file any assignment of any patent or trademark, which Debtor may acquire from a third party, with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless such Debtor shall, on or prior to the date of such filing, notify the Secured Party thereof, and, upon request of the Secured Party, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's interest in such Patent or Trademark and the goodwill and general intangibles of such Debtor relating thereto or represented thereby, and each Debtor hereby constitutes the Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(g) Each Debtor has the right and power to make the assignment and to grant the security interest herein granted; and the IP Collateral is not now, and at all times hereafter will not be, subject to any liens, mortgages, assignments, security interests or encumbrances of any nature whatsoever, except in favor of the Secured Party and except as expressly permitted by Section 9.03 of the Loan Agreement, and to the best knowledge of Debtors, none of the IP Collateral is subject to any claim, except in favor of the Secured Party and except as expressly permitted by Section 9.03 of the Loan Agreement.

(h) Except as expressly permitted in the Loan Agreement or except to the extent that Secured Party, upon prior written notice from Debtors, shall consent, no Debtor will assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the IP Collateral, and nothing in this IP Security Agreement shall be deemed a consent by the Secured Party to any such action except as expressly permitted herein.

(i) As of the date hereof, neither any Debtor nor any affiliate or subsidiary thereof owns any Patents or Trademarks or has any Patents or Trademarks registered in, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those described in Schedules A and B hereto.

(j) Each Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain each application and registration of the Trademarks and Patents, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under paragraphs 2(c) and 2(d) hereof). Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing and no Material Adverse Effect would result therefrom, no Debtor shall have an obligation to maintain any Trademark or Patent (i) that relates solely to any product that has been discontinued, abandoned or terminated, (ii) that has been replaced with a Trademark or Patent substantially similar to the Trademark or Patent that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Trademark or Patent does not materially adversely affect the validity of such replacement Trademark or Patent and so long as such replacement Trademark or Patent is subject to the lien created by this IP Security Agreement, (iii) that any Debtor has reasonably determined is no longer used or useful in its business, provided that such Debtor will give prompt written notice of any such abandonment to Secured Party, or (iii) if Secured Party has provided written consent to the abandonment of such Trademark or Patent.

(k) Debtors, jointly and severally, assume all responsibility and liability arising from the use of the Trademarks, and Debtors hereby, jointly and severally, indemnify and hold Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by any Debtor (or any affiliate or subsidiary thereof) in

connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by any Debtor (or any affiliate or subsidiary thereof). Each Debtor agrees that Secured Party does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the IP Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by Debtor, and Debtors hereby, jointly and severally, agree to indemnify and hold the Secured Party harmless with respect to any and all claims by any person relating thereto.

(l) Secured Party may, in its sole discretion, pay any amount or do any act required of any Debtor hereunder or requested by Secured Party to preserve, defend, protect, maintain, record or enforce any Debtor's obligations contained herein, the Obligations, the IP Collateral, or the right, title and interest granted Secured Party herein, and which any Debtor fails to do or pay, and any such payment shall be deemed an advance by Secured Party to Debtors and shall be the joint and several obligation of Debtors to pay on demand such advance together with interest at the highest rate then payable on the Obligations.

(m) Each Debtor agrees that if it, or any affiliate or subsidiary thereof, learns of any use by any person of any term or design likely to cause confusion with any Trademark, it shall promptly notify Secured Party of such use and, if requested by Secured Party, shall join with Secured Party, at its expense, in such action as Secured Party, in its reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(n) All licenses of its Trademarks and Patents which each Debtor has granted to third parties are set forth in Schedule C hereto.

3. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of the Secured Party, whether under law, the Loan Agreement or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, Debtors, the Secured Party shall have the following rights and remedies:

(a) Debtors shall not, upon 10 days' prior notice from the Secured Party, make any further use of the Patents or the Trademarks or any mark similar thereto for any purpose;

(b) the Secured Party may, at any time and from time to time, upon 10 days' prior notice to Debtors, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents or Trademarks, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine;

(c) the Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Debtors in, to and under any one or more

license agreements with respect to the IP Collateral, and take or refrain from taking any action under any thereof, and Debtors hereby release the Secured Party from, and agree, jointly and severally, to hold the Secured Party free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement (other than from acts or omissions of the Secured Party constituting willful misconduct or gross negligence);

(d) the Secured Party may, at any time and from time to time, upon 10 days' prior notice to Debtors, assign, sell, or otherwise dispose of, the IP Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the IP Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Secured Party shall, in its sole discretion, deem appropriate or proper; and

(e) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the IP Collateral pursuant to subparagraph 3(d) hereof, the Secured Party may, at any time, pursuant to the authority granted in the Power of Attorney described in paragraph 4 hereof (such authority becoming effective on the occurrence or continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of Debtors, one or more instruments of assignment of the Patents or Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. Debtors agree, jointly and severally, to pay when due all reasonable costs incurred in any such transfer of the Patents or Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. The Secured Party shall apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by the Secured Party, and then to the Obligations, in such order as to principal or interest as the Secured Party may desire; and Debtors shall remain jointly and severally liable and will pay the Secured Party on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring the Secured Party to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the IP Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, Debtors shall supply their customer lists and other records relating to the Trademarks or Patents and to the distribution of the products bearing or in connection with the Trademarks or Patents, to the Secured Party or its designee.

4. Concurrently with the execution and delivery hereof, each Debtor is executing and delivering to the Secured Party, in the form of Exhibit 3 hereto, five originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks and Patents pursuant to paragraphs 3(d) and (e) hereof (the authority granted in such Power of Attorney becoming effective only on the occurrence or continuation of an Event of Default), and each Debtor hereby releases the Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured

Party under the powers of attorney granted herein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of the Secured Party.

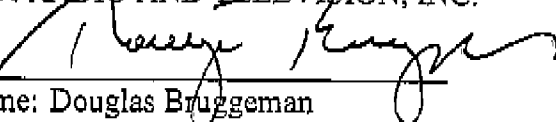
5. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this IP Security Agreement and executed by the party to be charged. The execution and delivery of this IP Security Agreement has been authorized by the Board of Directors of each Debtor and by any necessary vote or consent of stockholders thereof. This IP Security Agreement shall be binding upon the successors, assigns or other legal representatives of Debtors, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, its successors, assigns or other legal representatives. **THIS IP SECURITY AGREEMENT, THE OBLIGATIONS AND THE IP COLLATERAL SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE UNITED STATES AND THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.** Each Debtor hereby submits to the nonexclusive jurisdiction of the courts of the Commonwealth of Massachusetts and the federal courts of the United States of America for the District of Massachusetts in any action or proceeding arising under this IP Security Agreement. If any term of this IP Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby.

6. This IP Security Agreement is being executed and delivered by Debtors for the purpose of registering and confirming the grant of the security interest of Secured Party in the IP Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this IP Security Agreement is granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under that certain Amended and Restated Borrowers General Security Agreement dated as of the date hereof among Debtors and Secured Party (the "General Security Agreement"). All provisions of the General Security Agreement shall apply to the IP Collateral. Secured Party shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this IP Security Agreement and the General Security Agreement, the terms of this IP Security Agreement shall control with respect to the IP Collateral and the terms of the General Security Agreement shall control with respect to all other Collateral.

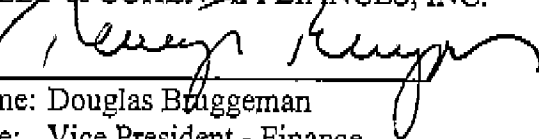
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtors and Secured Party have caused this IP Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

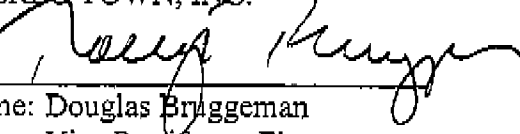
REX RADIO AND TELEVISION, INC.

By: 
Name: Douglas Bruggeman
Title: Vice President - Finance

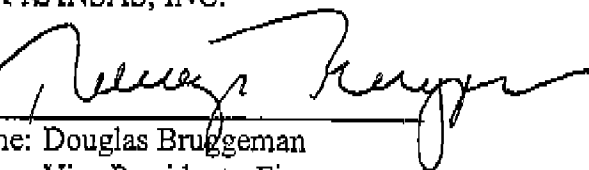
KELLY & COHEN APPLIANCES, INC.

By: 
Name: Douglas Bruggeman
Title: Vice President - Finance

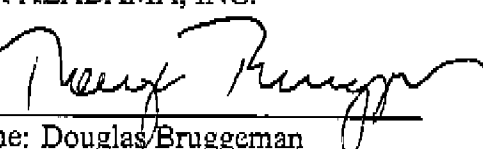
STEREO TOWN, INC.

By: 
Name: Douglas Bruggeman
Title: Vice President - Finance

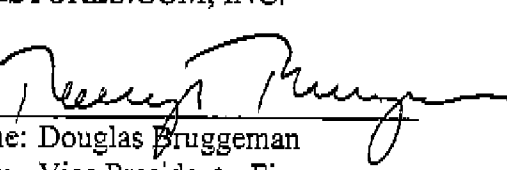
REX KANSAS, INC.

By: 
Name: Douglas Bruggeman
Title: Vice President - Finance

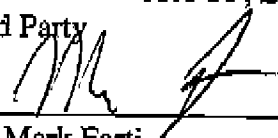
REX ALABAMA, INC.

By: 
Name: Douglas Bruggeman
Title: Vice President - Finance

REXSTORES.COM, INC.

By: 
Name: Douglas Bruggeman
Title: Vice President - Finance

FLEET RETAIL GROUP, INC., Agent, as
Secured Party

By:  _____

Name: Mark Forti

Title: Managing Director

Schedule A to Security Agreement

TRADEMARKS

Trademark
REX

Reg. Date
December 18, 1984

Reg. No.
1,310,535

Schedule B to Security Agreement

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
	None	

Schedule C to Security Agreement

LICENSES

1. License Agreement dated as of April 5, 1994 between Rex Kansas, Inc. and Rex Radio and Television, Inc.
2. License Agreement dated as of April 5, 1994 between Rex Kansas, Inc. and Stereo Town, Inc.
3. License Agreement dated as of April 5, 1994 between Rex Kansas, Inc. and Kelly & Cohen Appliances, Inc.
4. License Agreement dated as of November 1, 1998 between Rex Kansas, Inc. and Rex Alabama, Inc.
5. License Agreement dated as of May 5, 1999 between Rex Kansas, Inc. and rexstores.com, Inc.

Exhibit 1 to
Security Agreement

ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, _____, a _____ corporation (herein referred to as "Assignor"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule I-A annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor is obligated to Fleet Retail Group, Inc. (herein referred to as "Assignee"), as agent for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Loan Agreement dated as of September 14, 2004 (as it may be further amended, modified or supplemented from time to time, the "Loan Agreement") among Assignor, Assignee and the Lenders, and entered into an Amended and Restated Security Agreement and Mortgage-Trademarks and Patents dated September 14, 2004 (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee, and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Patent Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Patent Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Patent Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 40 Broad Street, 10th Floor, Boston, Massachusetts 02109.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the ____ day of _____, 2004.

[]

By: _____
Name: _____
Title: _____

SCHEDULE I-A TO ASSIGNMENT FOR SECURITY

PATENTS

Title

Date Issued

Patent No.

Exhibit 2 to
Security Agreement

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, _____, an _____ corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Fleet Retail Group, Inc. (herein referred to as "Assignee"), as agent for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Loan Agreement dated as of September 14, 2004 (as it may be further amended, modified or supplemented from time to time, the "Loan Agreement") among Assignee, Assignor and such Lenders, and entered into an Amended and Restated Security Agreement and Mortgage-Trademarks and Patents dated as of September 14, 2004 (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 40 Broad Street, 10th Floor, Boston, Massachusetts 02109.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the ____ day of _____, 2004.

[]

By: _____

Name: _____
Title: _____

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

Trademark

Reg. Date

Reg. No.

Exhibit 3 to
Security Agreement

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF _____)

ss.:

KNOW ALL MEN BY THESE PRESENTS, THAT, _____, a _____ corporation having an office at 2875 Needmore Road, Dayton, Ohio 45414 (hereinafter called "Assignor"), hereby appoints and constitutes Fleet Retail Group, Inc., as agent (hereinafter called "Assignee") for several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Loan Agreement dated as of September 14, 2004 (as it may be further amended, modified or supplemented from time to time, the "Loan Agreement") among Assignor, Assignee and such Lenders, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to

