

05-07-2004

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



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ET 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): G. Leblanc Corporation S.S.O.L. Individual(s) Association General Partnership Limited Partnership Corporation-State Wisconsin Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Bank One, NA Internal Address: Street Address: 111 East Wisconsin Avenue City: Milwaukee State: WI Zip: 53202 Individual(s) citizenship Association Wisconsin 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 Merger Security Agreement Change of Name Other Execution Date: 3/14

4. Application number(s) or registration number(s): A. Trademark Application No.(s) (See attached sheet) B. Trademark Registration No.(s) (See attached sheet) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kristine M. Strodthoff Internal Address: Street Address: 555 East Wells, Suite 1900 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 34 7. Total fee (37 CFR 3.41): \$ 1,360.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 232053

DO NOT USE THIS SPACE

9. Signature: Kristine M. Strodthoff Name of Person Signing Kristine Strodthoff Signature April 30, 2004 Date Total number of pages including cover sheet, attachments, and document: 10

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

05/06/2004 NGETACHE 00000042 76515095

01 FC:8521 02 FC:8522

40.00 OP 825.00 OP

Refund Ref: 05/06/2004 NGETACHE 0000136121

CHECK REFUND TOTAL: \$495.00

TRADEMARK REEL: 002963 FRAME: 0926





TRADEMARK SECURITY AGREEMENT (March 1, 2004)
between G. Leblanc Corporation and Bank One N.A.

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registration No. Serial No.	Mark
SN 76515095	LEBLANC PREMIÈRE (stylized) LEBLANC PREMIÈRE
Reg. 2534268	NORMANDY
Reg. 2536625	BIG EASY
Reg. 2538269	NOBLET
Reg. 2638965	OPUS II
Reg. 2571361	REGENCY BY LEBLANC
SN 76174495	LEGEND
Reg. 2669887	SONATA
Reg. 2512178	LEBLANC MILLENNIUM OPUS
Reg. 2548375	CLASSIC
Reg. 2551069	LAUREATE
Reg. 2447873	DAZZLER (and design) 
Reg. 2511973	BELL
Reg. 2266939	SONATA
Reg. 2411004	 (design mark)
Reg. 2195096	LEBLANC
Reg. 1846681	INFINITE

TRADEMARK SECURITY AGREEMENT (March 1, 2004)
 between G. Leblanc Corporation and Bank One N.A.

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registration No./Serial No.	Mark
Reg. 1729308	HOLDER-FOLDER
Reg. 1776453	OPUS
Reg. 1745172	CONCERTO
Reg. 1751869	LEGEND
Reg. 1753209	ESPRIT
Reg. 1590810	DAZZLER
Reg. 1535217	COLLEGIATE
Reg. 1212378	HOLTON
Reg. 0828572	 (design mark)
Reg. 0794066	CLARI-TONE
Reg. 0792240	SYMPHONIE
Reg. 0909115	 (design mark)
Reg. 0679284	VITO
Reg. 0691278	LEBLANC
Reg. 0640326	DYNAMIC
Reg. 0574154	NORMANDY (and design) 
Reg. 0570067	MARTIN (stylized) 

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of March 1, 2004, between G. Leblanc Corporation (the "Company"), a Wisconsin corporation with its principal place of business located at 7001 30th Avenue, P.O. Box 1415, Kenosha, Wisconsin 53141, and Bank One, NA, with its main office in Chicago, Illinois, for itself and as agent (the "Secured Party").

The Company and the Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means that certain Loan and Security Agreement, dated as of March 1, 2004, between the Company and the Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Wisconsin.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by the Company; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Company hereby grants to the Secured Party a security interest in, and a mortgage upon, all of the Company's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Company now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Company connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of the Company of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. The Company agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. The Company represents and warrants to the Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by the Company, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, the Company shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for

assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Company's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any fees and documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Company. In addition, the Company authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Company shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Company shall immediately notify the Secured Party in a writing signed by the Company of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If the Company shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Company shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Company's obligations under this Section 6, the Company authorizes the Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Company, the Secured Party and their respective successors and assigns. The Company may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Wisconsin, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Wisconsin.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving the Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Loan Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at the Company's expense) shall promptly execute and deliver to the Company such documents and instruments reasonably requested by the Company as shall be necessary to evidence termination of all such security interests given by the Company to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

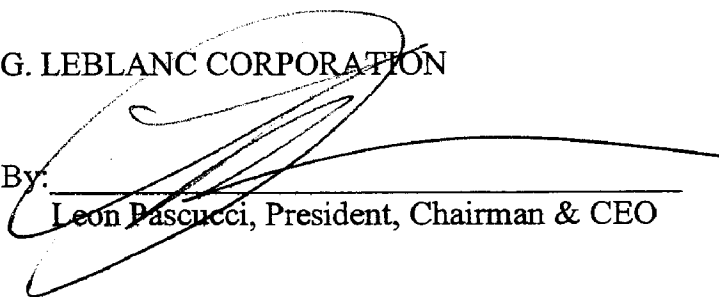
SECTION 12. No Inconsistent Requirements. The Company acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Company agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

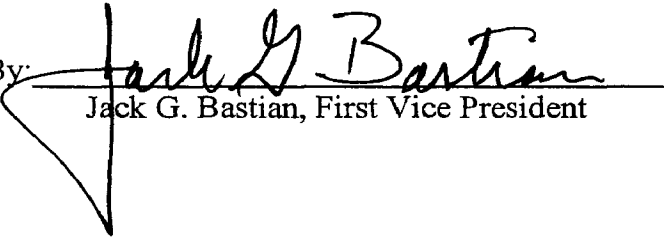
SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

G. LEBLANC CORPORATION

By: 
Leon Pascucci, President, Chairman & CEO

BANK ONE, NA

By: 
Jack G. Bastian, First Vice President

SCHEDULE A

to the Trademark Security Agreement

The Company: G. Leblanc Corporation

U.S. Trademarks of G. Leblanc Corporation

Registration No./Serial No.	Mark
SN 76515095	LEBLANC PREMIÈRE (stylized) LEBLANC PREMIÈRE
Reg. 2534268	NORMANDY
Reg. 2536625	BIG EASY
Reg. 2538269	NOBLET
Reg. 2638965	OPUS II
Reg. 2571361	REGENCY BY LEBLANC
SN 76174495	LEGEND
Reg. 2669887	SONATA
Reg. 2512178	LEBLANC MILLENNIUM OPUS
Reg. 2548375	CLASSIC
Reg. 2551069	LAUREATE
Reg. 2447873	DAZZLER (and design) <i>Dazzler</i>
Reg. 2511973	BELL
Reg. 2266939	SONATA

Registration No./Serial No.	Mark
Reg. 2411004	 (design mark)
Reg. 2195096	LEBLANC
Reg. 1846681	INFINITE
Reg. 1729308	HOLDER-FOLDER
Reg. 1776453	OPUS
Reg. 1745172	CONCERTO
Reg. 1751869	LEGEND
Reg. 1753209	ESPRIT
Reg. 1590810	DAZZLER
Reg. 1535217	COLLEGIATE
Reg. 1212378	HOLTON
Reg. 0828572	 (design mark)
Reg. 0794066	CLARI-TONE
Reg. 0792240	SYMPHONIE
Reg. 0909115	 (design mark)
Reg. 0679284	VITO
Reg. 0691278	LEBLANC
Reg. 0640326	DYNAMIC
Reg. 0574154	NORMANDY (and design) 
Reg. 0570067	MARTIN (stylized) 