



5304

102741982

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

Name of conveying party(ies):

Jacobson Warehouse Company, Inc  
FINANCE SECTION

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

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

Nature of conveyance:

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

Execution Date: April 7, 2004

2. Name and address of receiving party(ies)

Name: Madison Capital Funding LLC, as agent

Internal Address: Suite 3700

Street Address: 30 S. Wacker

City: Chicago State: IL ZIP: 60606

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP  
33rd Floor

Street Address: 35 West Wacker Drive

05/07/2004 NGETRCH 00000067 1867232

01 FC:8321 40.00 OP  
02 FC:8522 25.00 OP

City: Chicago State: IL ZIP: 60601

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:

N/A

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

DO NOT USE THIS SPACE

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.

Laura Konrath  
Name of Person Signing

Signature

9/27/04  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks

Continuation  
Item 4

Schedule 1 to  
Trademark Security Agreement

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1	Jacobson Warehouse Company	1,867,232	December 13, 1994
2	JJJ	1,857,946	October 11, 1994

**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Date Filed</u>	<u>Serial No.</u>
None.		

**TRADEMARK LICENSES**

<u>Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensee</u> None.			
<u>As Licensor</u> [None.]			

**TRADEMARK SECURITY AGREEMENT**  
**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, Jacobson Warehouse Company, Inc., an Iowa corporation (herein referred to as "**Grantor**"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, Jacobson Acquisition Co., a Delaware corporation that is affiliated with the Grantor, the lenders referred to therein (the "**Lenders**") and Madison Capital Funding LLC, as Agent (the "**Agent**"), are parties to a Credit Agreement dated as of April 7, 2004 (as the same may be amended and in effect from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of April 7, 2004 (as said Agreement may be amended and in effect from time to time, the "**Collateral Agreement**") among the Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the 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 its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its 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 presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent to use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) 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, and all rights and benefits of Grantor under any Trademark License, including,

without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints the Grantee 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 the Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be 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 Collateral 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 foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 the 7<sup>th</sup> day of April, 2004.

JACOBSON WAREHOUSE COMPANY, INC.

By: Jack C. Ingle  
Name: Jack C. Ingle  
Title: Vice President

**ACKNOWLEDGED:**

MADISON CAPITAL FUNDING LLC, as Agent

By: K. Thomas Klimmeck  
Name: K. Thomas Klimmeck  
Title: Managing Director

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
①	Jacobson Warehouse Company	1,867,232	December 13, 1994
②	JJJ	1,857,946	October 11, 1994

**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Date Filed</u>	<u>Serial No.</u>
None.		

**TRADEMARK LICENSES**

<u>Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
------------------	----------------	--------------------------	-----------------------

As Licensee  
None.

As Licensor  
[None.]

CHI:1346256.2