

07-14-2004



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDA TRADEMARKS

DEPARTMENT OF COMMERCE 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): Aventail Corporation
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Washington
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Wells Fargo Foothill, Inc., as Agent
Internal
Address:
Street Address: 2450 Colorado Ave., Suite 3000 West
City: Santa Monica State: CA Zip: 90404
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State California
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: July 7, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78-351547; 78-351568; 78-330922; 78-319871
B. Trademark Registration No.(s)
2,521,994; 2,575,292; 2,134,340
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 7

5. Name and address of party to whom correspondence concerning document should be mailed:
Name:
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700
Street Address:
City: State: Zip:

7. Total fee (37 CFR 3.41): \$ 190
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Ian Hathaway
Name of Person Signing
Signature
Date: 07/12/04
Total number of pages including cover sheet, attachments, and document: 6

607-14-04

07/15/2004 LNUELLER 00000011 78351547
01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

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

TRADEMARK
REEL: 003006 FRAME: 0963

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 7th day of July, 2004, is by and between **AVENTAIL CORPORATION**, a Washington corporation ("Mortgagor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Agent"), as administrative agent for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Mortgagor, the lenders from time to time party thereto ("Lenders") and Agent, as a lender, the arranger and as administrative agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to make certain loans to Mortgagor and to extend certain other financial accommodations to or for the benefit of Mortgagor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.
2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with the use of and symbolized by the

trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Mortgagor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Mortgagor.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Mortgagor, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

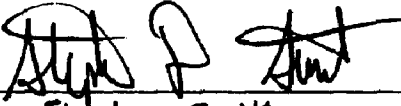
6. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE CALIFORNIA UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF CALIFORNIA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

[Signature page follows]

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

AVENTAIL CORPORATION

By: 
Name: Stephen Smith
Title: VP Finance

Accepted and Agreed to
as of the date first written above:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Title: _____

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

AVENTAIL CORPORATION

By: _____
Name: _____
Title: _____

Accepted and Agreed to
as of the date first written above:

WELLS FARGO FOOTHILL, INC., as Agent

By: Gylysia Hansen
Title: SR. Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

AVENTAIL	2,521,994	05/25/01
AVENTAIL	2,575,292	06/04/04
AVENTAIL	2,134,340	02/03/98

TRADEMARK APPLICATIONS

SA	78-351547	01/13/04
SA	78-351568	01/13/04
AVENTAIL	78-330922	11/20/03
NONE (DESIGN ONLY)	78-319871	10/28/03