

REC

10-07-1998



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U.S. DEPARTMENT OF
Patent and Trademark

Tab settings DDD

100848012

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

1. Name of conveying party(ies):
Minnetonka Brands, Inc.

MRB
10/2/98

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 23, 1998

2. Name and address of receiving party(ies)

Name: First Source Financial LLP

Internal Address: _____

Street Address: 2850 West Golf Road - 5th Floor

City: Rolling Meadows State: IL Zip: 60008

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State
- Other Limited Liability Partnership

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
Please see Attachment I hereto.

B. Trademark Registration
Please see Attachment I hereto.

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address: _____

Street Address: 400 Severn St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41) \$ 640.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: E

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

10/05/1998 JSHADAZZ 00000112 1864137

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 600.00 DP

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 of the original document.

Nancy A. Butler
Name of Person

Nancy Butler
Signature

9/29/98
Date

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK
REEL: 1795 FRAME: 0750

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Village Naturals	1864137	11/22/94
United States	Solargel	1988786	07/23/96
United States	Solarspray & Design	1763577	04/06/93
United States	Solarspray	1819637	02/08/94
United States	Goes No. Quick Doesn't Stick	2070760	06/10/97
United States	Race Day Sun Care	2043678	03/11/97
United States	Sprayable Sun Protection & Design	2095715	09/09/97
United States	Solarspray & Design	1982721	06/25/96

Item A. Trademarks

Pending Trademarks Applications

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United States	Derma Latum	74/486,515	05/18/98
United States	Derma Cidin	74/482133	01/21/94
United States	Village (in Classes 4 and 5)	75/460258	04/01/98
United States	Village (in Class 3)	75/472770	04/23/98
United States	Cap Saver	75/154391	08/22/96
United States	Alpen Meadow	75/434045	02/11/98
United States	Raspberry Rage	75/212487	12/13/96
United States	Purple Passion	75/212744	12/13/96
United States	Bath & Body Shimmers	75/213172	12/13/96
United States	Moonlight Dream	75/212825	12/13/96
United States	Dirt Movers	75/321602	07/09/97
United States	Sun Shimmers	75/325417	07/16/97
United States	Foamy Friends	75/393564	11/20/97
United States	Jelly Beans		08/12/98
United States	Rubbit The Frog	75/479103	05/05/98
United States	Splish The Fish	75/479164	05/05/98
United States	Wattles The Duck	75/479173	05/05/98
United States	Jelly Beans & Design		08/20/98
United States	Alpine Meadow	74/617080	01/03/95

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK), dated as of September 23, 1998 (this "Agreement"), between MINNETONKA BRANDS, INC., a Minnesota corporation ("Borrower"), and FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to a Secured Credit Agreement dated as of December 29, 1997 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Secured Credit Agreement"), between Borrower and Lender, Lender has extended Commitments to make Loans to Borrower; and

WHEREAS, in connection with the Secured Credit Agreement, Borrower has executed and delivered to Lender a Security Agreement, dated as of December 29, 1997 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Loans under the Secured Credit Agreement, Borrower is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to continue to make the Loans to Borrower pursuant to the Secured Credit Agreement, Borrower agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, Borrower does hereby mortgage, pledge and grant to Lender a continuing security interest in, all of the following property (the "Trademark Collateral"), whether now or hereafter owned, acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks,

collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything contained in this Section 2 to the contrary, Borrower does not grant a security interest in any Trademark or Trademark registration, or any Trademark license which is subject to an agreement, the terms of which expressly prohibit the granting of a security interest therein (but Borrower does grant a security interest in any cash proceeds and accounts of Borrower derived upon sale or transfer of any such Trademark, Trademark registration or Trademark license), unless and until the consent of the applicable party thereunder to such grant of a security interest shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments, Lender shall, at Borrower's expense, execute and deliver

to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Borrower 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Effect. This Agreement is in addition to, and not in substitution of, any other trademark security or similar agreement which shall have been executed and delivered by Borrower to Lender.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MINNETONKA BRANDS, INC., a Minnesota corporation

By: 
Larry J. Wilhelm
President

7665 Commerce Way
Eden Prairie, Minnesota 55344
Attention: Mr. Larry J. Wilhelm
Telecopy: (612) 949-6418
Telephone: (612) 949-6415

FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership, as Lender

By: First Source Financial, Inc.,
a Delaware corporation, its Agent/
Manager

By: _____
Edward A. Szarkowicz
Vice President

Address:

2850 West Golf Road
5th Floor
Rolling Meadows, IL 60008

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Larry J. Wilhelm
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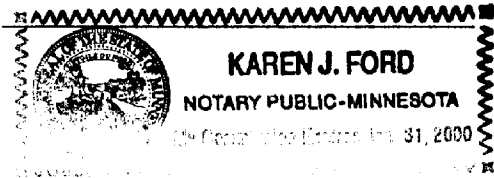
STATE OF Minnesota
COUNTY OF Hennepin)
SS.

I, Karen J. Ford, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Larry J. Wilhelm personally known to me to be President of MINNETONKA BRANDS, INC., a Minnesota corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of September, 1998.

Karen J. Ford
Notary Public

My Commission Expires:

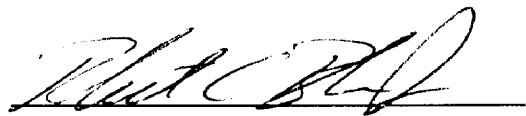


STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

I, Robert C Baker Jr., a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Edward A. Szarkowicz personally known to me to be Vice President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of September, 1998.




Notary Public

My Commission Expires:

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