

REC
TR

06-05-2000

Docket No.:

26679-58/ ID 101299636



101373070

Tab settings

05/31/00

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

1. Name of conveying party(ies):

Kinpak, Inc.

Re

- Individual(s)
- General Partnership
- Corporation-State Alabama
- Other _____

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: SouthTrust Bank

Internal Address: _____

Street Address: 2nd Floor, 1 East Broward Blvd

City: Fort Lauderdale State: FL ZIP: 33301

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other National Association

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: December 27, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,914,459 1,775,673 1,722,898
1,348,809

Additional numbers Yes No

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

Name: Heidi Howard Tandy, Ruden McClosky et al

Internal Address: _____

Street Address: 200 E. Broward Blvd

City: Fort Lauderdale State: FL ZIP: 33301

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):..... (\$ 115.00)

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-2262

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.

Heidi Howard Tandy

Name of Person Signing

Heidi Howard Tandy

Signature

5/31/00

Date

Total number of pages including cover sheet, attachments, and

8

TRADEMARK

REEL: 002083 FRAME: 0373

MP
2/24/00

03-28-2000



101299636



ET

.Y

Docket No.:

26679-58

Tab settings

To the Honorable Commissioner of Patents

the attached original documents or copy there.
address of receiving party(ies):

1. Name of conveying party(ies):

Kinpak, Inc.

02-24-2000

outhTrust Bank

U.S. Patent & TMO/TM Mail Rpt Dt. #31

..... address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other National Association

If assignee is not domiciled in the United States, a domestic designation is Yes N

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7. Total fee (37 CFR 3.41):.....\$ \$115.00

- Enclosed
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8. Deposit account number:

18-2262

DO NOT USE THIS SPACE

03/27/2000 DCOATES 00000224 1914459

01 FC:481
902 Stamp and signature.

40.00 OP
75.00 OF

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.

Heidi Tandy

[Signature]

2/24/00

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

8

COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS,

TRADEMARKS AND COPYRIGHTS

This Collateral Grant of Security Interest of Patents, Trademarks and Copyrights (this "Agreement") is made on this 27 day of December, 1999, by and between Kinpak, Inc., an Alabama corporation (the "Grantor") and SouthTrust Bank, National Association (the "Grantee"),

WHEREAS, Grantor and certain other co-borrowers (collectively, the "Borrower") and Grantee are parties to a certain Loan and Security Agreement dated December 22, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Borrower has agreed to grant to Grantee a lien on and a security interest in, inter alia, all the patent, copyright and trademark rights that Borrower may have in the patents, copyrights and trademarks to the extent of the "Loan" (as defined in the Loan Agreement) and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Security Interest of Patents. To secure the full, complete and timely payment and satisfaction of Grantor's indebtedness with respect to the Loan owed to Grantee, Grantor hereby grants to the Grantee, to the extent permitted by law, a priority lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications and registrations listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired, trademark applications hereafter acquired, and trademark registrations hereafter acquired and all registrations and renewals

thereof (the foregoing trademarks collectively referred to as the "Trademarks"), and (iii) the copyright registrations listed on Schedule C attached hereto and made a part hereof as the same may be amended to include any copyright registrations hereafter acquired, and copyrights hereafter acquired, and all registrations and renewals thereof, and (iv) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Grantor shall be liable for and promptly reimburse the Grantee for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. **Authorization.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks and the Registrant for the Copyright Office record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Grantor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever, except as granted herein, of all of the Patents, Copyrights and Trademarks, and all of the applications and registrations for Patents, Copyrights and Trademarks assigned hereunder. Grantor further warrants that to its knowledge, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any Patent, Copyright or Trademark for which an interest has been granted herein, and that the conduct of Grantor does not infringe or otherwise conflict with any rights of any third party in respect of any Patent, Copyright or Trademark for which an interest has been granted herein.

4. **Restrictions on Future Assignment.** Except as permitted under the Loan Agreement, until all obligations under the Loan Agreement are deemed by Grantee to be fully satisfied, Grantor hereby agrees not to sell or assign or grant a security interest in the Patents, Copyrights and/or the Trademarks to the extent of the Loan, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement without prior written approval by Grantor, in Grantor's sole discretion.

5. **Grantee's Right to Sue.** From and after the occurrence and continuance of an "Event

of Default" (as defined in the Loan Agreement), Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Copyrights and Trademarks, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Borrower and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Agreement is made for purposes of securing those "Obligations" under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Agreement shall terminate and Grantee shall execute and deliver to Grantor all agreements, assignments or instruments as may be necessary or proper to terminate Grantee's security interest in the Patents, Copyrights and Trademarks, subject to any disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. **Binding Effect.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

11. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Florida.

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

COMPANY:

Kinpak, Inc.

By: 

Name: PETER G. OORMAN

Title: Pres.

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

NONE

SCHEDULE B

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK REGISTRATIONS

	<u>Name</u>	<u>Registration Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
1.	Microplus	1,914,459	10/14/94	8/29/95
2.	Ertnt	1,775,673	5/20/91	6/8/93
3.	Amberclean	1,722,898	5/16/91	10/6/92
4.	All Seasons	1,348,809	9/30/82	7/16/85

SCHEDULE C

COPYRIGHT REGISTRATIONS

NONE

May 31, 2000

U.S. Patent and Trademark Office
Assignment Division
BOX ASSIGNMENTS, CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington D.C. 20231

Re: U.S. Trademark No's.: 1,914,459; 1,775,673; 1,722,898; 1,348,809
Document ID No.: 101299636
Our Ref. No.: 26679-58

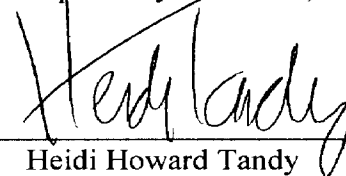
Sir or Madam:

Attached for filing in the above-identified applications, please find the following:

1. Collateral Grant of Security Interest of Patents, Trademarks and Copyrights between SouthTrust Bank and Kinpak, Inc.
2. Recordation Form Cover Sheet, Form PTO-1594.
3. Return postcard.

Enclosed is a check in the amount of \$0.00 to cover the U.S. Government Fees, however, the Commissioner is hereby authorized to charge any underpayment of fees associated with this communication or credit any overpayment to Deposit Account No. 18-2262. A duplicate copy of this sheet is attached hereto for charging purposes.

Respectfully submitted,



Heidi Howard Tandy
RUDEN, MCGLOSKY, SMITH, SCHUSTER &
RUSSELL, P.A.
200 East Broward Boulevard
P.O. Box 1900
Fort Lauderdale, Florida 33302-1900
Phone (954)761-2918/FAX (954)764-4996

I hereby certify that this paper or fee is being deposited with the United States postal Service as first class mail, postage prepaid, in an envelope addressed to: Honorable Assistant Secretary and Commissioner for Patents and Trademarks, BOX ASSIGNMENTS, Washington, D.C., 20231, on 5/31/00

By: [Signature] Date: 5/31/00

May 31, 2000

U.S. Patent and Trademark Office
Assignment Division
BOX ASSIGNMENTS, CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington D.C. 20231

Re: U.S. Trademark No's.: 1,914,459; 1,775,673; 1,722,898; 1,348,809
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RUSSELL, P.A.
200 East Broward Boulevard
P.O. Box 1900
Fort Lauderdale, Florida 33302-1900
Phone (954)761-2918/FAX (954)764-4996

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By: Heidi Howard Tandy Date: 5/31/00

Sale List

Search by

Accounting Date: [] (MMDDYY) [] Operator ID: [] Sequence No.: []
 Accounting Date Start: [] End: []
 Name/Number: 1914459
 Attny Docket No: []



Accounting Date	Operator ID	Seq No.	Sts	Name/Number	Attorney Docket	Dep Act Charge	Other Payment
03/27/2000	DCQATES	222	A	1914459	26679-58		\$115.00
03/27/2000	DCQATES	224	A	1914459	26679-58		\$115.00
12/07/1998	JWATKINS	51	A	1914459			\$115.00



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