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0026, 0027, 0028, 0031

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies): 1-12-01
FELKNOR INTERNATIONAL, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Indiana
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/29/00 Effective: 07/07/00

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

**MICHAEL L. WILLIAMS; MICHAEL L. WILLIAMS and
DENISE L. WILLIAMS, Husband and Wife
ML WILLIAMS INVESTMENT MANAGEMENT
COMPANY**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Indiana
 Other _____

Internal Address: _____

Street Address: 5394 East Cherokee Court

City: Monticello State: Indiana ZIP: 47960

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or Registration number(s):

A. Trademark Application No.(s)

75/637,267

B. Trademark Registration No.(s)

2,400,795
2,314,129
2,339,385
2,318,641
1,466,365
1,996,314

Additional numbers attached? Yes No

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

Name: Andrea W. Gregory, Esq.

Internal Address: Bose McKinney & Evans

Street Address: 135 North Pennsylvania Street
Suite 2700
Indianapolis, Indiana 46204

Telephone: (317) 684-5000

6. Total number of applications and trademarks involved: 7

7. Total fee (37 CFR 3.41):.....\$190.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 02-3223. Commissioner hereby authorized to charge any defect in fees or credit any overpayment to said deposit account.
(Attach duplicate copy of this page if paying by deposit account)

01/24/2001 DBYRNE 00000016 75637267

DO NOT USE THIS SPACE

01 FC: 481
02 FC: 482

Statement and signature 40.00 DP
150.00 OP
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.

Andrea W. Gregory
Name of Person Signing

Andrea W. Gregory
Signature

1/10/01
Date

Total number of pages including cover sheet, attachments, and document: 4

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement"), effective as of July 7, 2000 is made by FELKNOR INTERNATIONAL, INC., an Indiana corporation having its chief executive offices at 6323 North 150 East, Monon, Indiana 47959 ("Company"), in favor of MICHAEL L. WILLIAMS ("Williams"), MICHAEL L. WILLIAMS and DENISE L. WILLIAMS, husband and wife, and ML WILLIAMS INVESTMENT MANAGEMENT COMPANY having its principal office at 5394 East Cherokee Court, Monticello, Indiana 47960 (individually and collectively referred to as the "Secured Party");

WITNESSETH:

WHEREAS, pursuant to a certain Stock Purchase Agreement executed by and among Williams, James McIntyre, and Company (the "Stock Purchase Agreement"), Secured Party has agreed to make certain loans and to provide other financial accommodations to Company; and

WHEREAS, in connection with the Stock Purchase Agreement, Company has executed and delivered to Secured Party a certain Security Agreement of even date (as the same may be hereafter amended or modified, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of loans under the Stock Purchase Agreement, Company is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Party to make loans and to provide other financial accommodations pursuant to the Stock Purchase Agreement, Company hereby grants to Secured Party a continuing security interest in the trademarks and trademark applications listed on Schedule 3 hereto ("Trademark Collateral") to secure payment, performance and observance of the obligations; and Company further agrees as follows:

1. Definitions. Terms used herein, and not specifically herein defined, shall have the meanings ascribed to them in the Security Agreement or, by reference in the Security Agreement, in the Stock Purchase Agreement.

2. Purpose. This Trademark Security Agreement has been executed and delivered by Company to Secured Party for the purpose of registering the grant of security interest herein with the United States Patent and Trademark Office or with such other Governmental Authorities as may have jurisdiction over the Trademark Collateral within or without the United States of America.

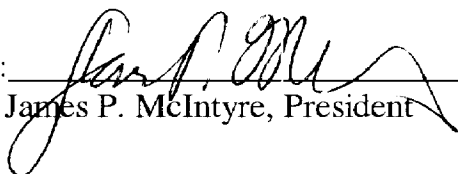
3. Incorporation by Reference. The security interest herein has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement and all rights and remedies of Secured Party thereunder shall remain in full force and effect in accordance with its terms. This Trademark

Security Agreement is made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the Security Agreement to the same extent and effect as if fully set forth herein; and the Security Agreement is subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Trademark Security Agreement to the same extent and effect as if fully set forth therein. In the event of any irreconcilable inconsistency between the terms of the Security Agreement and this Trademark Security Agreement, this Trademark Security Agreement shall control.

4. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

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

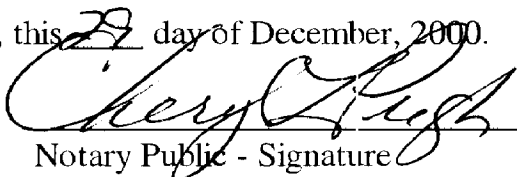
FELKNOR INTERNATIONAL, INC.,
an Indiana corporation

By: 
James P. McIntyre, President

STATE OF INDIANA)
) SS:
COUNTY OF WHITE)

Before me, a Notary Public in and for said County and State, personally appeared James P. McIntyre, known to me to be the President of Felknor International, Inc., and acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 29 day of December, 2000.


Notary Public - Signature

CHERYL L. PUGH
Notary Public - Printed

My Commission Expires:
8/19/2008

My County of Residence:
White

SCHEDULE 3

TRADEMARKS REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
Home Theater	2,314,129	United States	02/01/2000
Popcorn Direct	2,339,385	United States	04/04/2000
Popcorn Events	2,318,641	United States	02/15/2000
Theater	1,466,365	United States	11/24/1987
Wabash Valley Farms	1,996,314	United States	08/20/1996

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>
Real Theater	75/590,797	United States	11/18/1998
Wabash & Wolcott	75/637,267	United States	02/09/1999