

08-30-2002

No. 0651-0011 (exp. 4/94)



COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102205875

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

Name of conveying party(ies):

Katun Corporation

8-26-02

Individual(s)

Association

General Partnership

Limited Partnership

X Corporation-State MN

Other

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: July 5, 2002

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as agent

Internal Address:

Street Address: 311 S. Wacker

City: Chicago State: IL ZIP: 60606

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Del

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

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

08/30/2002 6TON11 00000019 1530426

01 FC:481
02 FC:482

40.00 OP
325.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

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)

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

Date

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

OFFICE OF THE REGISTER
770 AM 26 AM 10 20
FINANCE SECTION

Continuation Item 4

8/8/2002

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>RENEWAL</u>	<u>COMMENTS/REG#</u>
THAILAND	KATUN	9	06-10-07	tm60578
	KATUN	2	04-21-09	tm120055
	KTN (device)	1	04-04-09	tm92864
	KTN (design)	2	04-04-09	tm92865
	KTN (device)	9	06-10-07	tm60579
TURKEY	KATUN	99	07-07-05	164029
	KATUN	9	07-27-07	99798
	KTN	9	07-27-07	100863
U.K.	KATUN	1	02-18-05	1335855
	KATUN	9	10-01-03	1182638
	KATUN			
	MICROSLEEVE	9	04-12-05	1341095
	MICROSLEEVE	9	06-10-08	1466908
	KTN & KTN(device)	1 & 9 (merged)	06-25-07	1430437
	QN			
	QUADRONATIONAL	1 & 9	02-02-05	2009867
	TEPRO	1 1426014	04-27-07)	Owned by Katun Germany
TEPRO	9 1426015	04-27-07)	Renewed by Katun Germany	
U.S.	KATUN	1	03-21-09	1530426
	KATUN	9	06-01-02	1196707
	KTN	1	02-28-09	1526330
	KTN	9	04-08-06	1388963
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	ALUMANA	9	06-14-04	1839267
	FIBRA	9	09-07-03	1791441
	OPTIMA	9	08-06-06	1991541
	OPTIMA DESIGN	9	01-13-08	2128734
	KATUN (BLOCK)	9	12-30-07	none
	KATUN (BLOCK)	1 & 2	08-11-08	none
	KATUN (BLOCK)	42	03-21-10	2333166
	KATUN (STYLIZED)	42	03-21-10	2333410
	DURACON	9		IN PROCESS 1587606
DURAPREM	9		IN PROCESS 1607307	
OMNIFIT	9		IN PROCESS 1630672	
HIGH RESOLUTION	1		Not registered none	
HIGH RESOLUTION	9		none	
PREMIUM PART	9		none	
ADVANTAGE	1		none	
ADVANTAGE	9		none	
YOUR-COST-PER-COPY PARTNER	2		none	
OPTIMA & DEVICE	9		none	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 5, 2002, is among Katun Corporation, a Minnesota corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

W I T N E S S E T H:

WHEREAS, Debtor has entered into an Amended and Restated Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all of Debtor's assets, including all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor own the Trademarks listed on Schedule 1 annexed hereto, and are parties to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor'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 created or acquired:

- (1) each registered Trademark, including without limitation, each registered Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of Debtor's goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to Debtor's goodwill

associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement amends and restates (and supersedes and replaces) that certain Trademark Security Agreement dated November 2, 1999 among the parties.

[signature page follows]

IN WITNESS WHEREOF, Debtor caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 5th day of July, 2002.

KATUN CORPORATION

By: *Samuel A. Strong*

Title: *President*

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By: _____

Title: _____

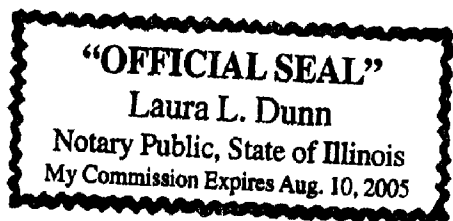
ACKNOWLEDGMENT

State of Illinois)
) ss.
County of Cook)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Katun Corporation who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said limited liability company by order of its board of managers; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Laura L. Dunn
Notary Public

{Seal}



IN WITNESS WHEREOF, Debtor caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this ___ day of July, 2002.

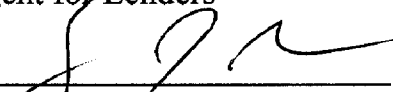
KATUN CORPORATION

By: _____

Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By:  _____

Title: Director

Schedule 1.

KATUN TMS
& its Sules

new attachment

8/8/2002

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>RENEWAL</u>	<u>COMMENTS/REG#</u>
ARGENTINA	KTN	9	01-07-09	1713782
	KATUN	2	07-03-05	1868051
	KATUN	9	02-26-03	1418046
AUSTRALIA	KATUN	1	09-03-07	541299
	KATUN	9	09-03-07	541300
AUSTRIA	KATUN	1, 3, 6, 9, 16, 20	11-30-08	122722
	KTN	1, 9	12-31-08	123155
BANGLADESH	KATUN	9	IN PROCESS	28812, 28814
BENELUX	KATUN	1, 2, 9, 16	11-21-08	455041
	KTN (word)	1, 2, 9, 16	11-23-08	455048
	KTN (device)	1, 2, 9, 16	11-21-08	455154
BOLIVIA	KATUN	1	02-06-06	c60404
	KATUN	9	02-06-06	c60403
BRAZIL	KATUN	9	02-04-02	815558015
	KATUN	1	09-04-10	814603777
	KATUN	40.15 (Covers Retail)	IN PROCESS	815008221
	KTN	1.7	IN PROCESS	819415820
CANADA	KATUN (PS)	N/A	08-26-13	282712
	KATUN (TD)	N/A	01-12-05	364121
	KTN (PS)	N/A	06-03-03	341121
	KTN (TD)	N/A	03-09-05	366452
	MICROSLEEVE	N/A	04-13-05	367607
CHILE	KATUN	1, 9	06-22-08	515137
	KTN	1, 9	06-22-08	515138

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>RENEWAL</u>	<u>COMMENTS/REG#</u>
CHINA	KATUN	9	08-29-08	322156
	KATUN	2	09-19-08	324030
	KTN	9	08-09-08	321088
	KTN	2	09-29-08	325442
	KATUN (Chinese)	1	02-09-10	511351
	KTN (Chinese)	9	02-09-10	511581
COLOMBIA	KATUN	1	12-30-05	132406
	KATUN	9	02-11-06	133081
	KTN	1	04-24-06	134813
	KTN	9	11-11-06	140589
CZECH REPUBLIC	KATUN	1, 9, 16 & 37	02-02-05	199269
DENMARK	KATUN	1	07-06-10	4501
	KATUN	9	07-06-10	4591
	KTN	1	10-25-11	7214
	KTN	9	10-25-11	7291
	TEPRO	2, 9 & 16	11-04-07	none
ECUADOR	KATUN	1	11-28-05	5661-90
	KATUN	9	09-27-05	3556-90
	KTN	1	09-27-05	3557-90
	KTN	9	11-28-05	5660-90
EGYPT	KATUN	1	03-28-05	95002
		9	IN PROCESS	95003
EUROPEAN UNION REG. (EU)	COPYLITE	1, 2, 3, 9, 16	IN PROCESS	42184
	FRANCHINI	42	03-20-07	496711
	KATUN	1, 9	12-20-06	432856
	STARCK		ON HOLD	none
	TEPRO	2, 9, 16	11-04-07	667659
FINLAND	TEPRO	2, 9, 16	11-04-07	none
FRANCE	KATUN	1, 9, 16, 37	03-23-08	1457313
	KTN (word)	1, 9, 16, 37	03-14-08	1485385
	KTN (design)	1, 9, 16, 37	05-08-08	1531009
	MICROSLEEVE	9	03-27-08	1457668
	COPYLITE	1, 2, 3, 7, 8, 9 & 16	12-26-05	95602795

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>RENEWAL</u>	<u>COMMENTS/REG#</u>
GERMANY	KATUN	1	01-31-08	1124827
	KATUN	9, 3, 6, 17, 20	08-06-02	1063384
	KTN-KATUN	1, 3, 6, 9, 17, 20	02-29-08	1125735
	KATUN			
	MICROSLEEVE	9	05-31-08	1131284
	MICROSLEEVE (1 169 961)	7	05-31-00	1169961
	QN QUADRON- ATIONAL	1, 2 & 9	02-06-05	de-39504859
	COPYLITE TEPRO (667659)	1,2,3,9,16 2, 9 & 16	06-30-05 11-04-07	ir-647649 39525321.7
EAST GERMANY	MICROSLEEVE (W61 079)	9	06-22-00	1169961
GREECE	KATUN	1	09-05-08	90465
	KATUN	9	09-05-08	90465
HONG KONG	KATUN	1	04-12-09	b3801/89
	KATUN	9	06-17-08	b3047/88
	KTN	9	05-30-08	1668/90
	KATUN (Chinese)	1	10-07-09	6368/88
	KATUN (Chinese)	9	10-07-09	126/90
HUNGARY	KATUN	1 & 9	01-24-05	145133
INDIA	KATUN	1	IN PROCESS	none
	KATUN	9	IN PROCESS	none
INDONESIA	KATUN	1	09-23-04	344978
	KATUN	9	09-23-04	344985
IRELAND	KATUN	1	05-03-10	133399
	KATUN	9	05-03-10	133400
	KTN	1	05-03-10	133043
	KTN	9	05-03-10	133044
ISRAEL	KATUN	1	09-13-02	99122
	KTN	9	05-17-08	66337
	KATUN	9	05-17-08	66338
ITALY	KTN	9	04-30-97	790054
	KTN	16	04-30-97	790054
	KATUN	9	07-19-04	697655
	KATUN	16	07-19-04	697655

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>RENEWAL</u>	<u>COMMENTS/REG#</u>
JAPAN	KATUN (Katakana)	3	12-26-10	2292256
	KATUN	11	07-29-04	2685949
	KATUN (Katakana)	11	11-30-03	2599770
KOREA	KATUN	34(IC 1&2)	06-11-02	240543
	KATUN	39(IC 9&11)	07-14-12	243413
MALAYSIA	KATUN	1	11-23-01	94/10874
	KATUN	9	IN PROCESS	94/10875
MEXICO	KATUN	9 (formerly 26)	03-04-02	Renewal requested 326750
	KATUN	1	10-16-02	465234
NEW ZEALAND	KATUN	1	10-24-11	205693
	KATUN	9	10-24-11	205692
NORWAY	TEPRO	1, 9 & 16	10-26-07	none
PARAGUAY	KATUN	1	07-21-08	204962
	KATUN	2	10-20-08	207906
	KATUN	9	11-17-08	208854
PERU	KATUN	1	11-17-04	81909
	KTN	1	11-17-04	81941
	KATUN	9	11-30-08	050762
	KTN	9	DENIED BY PERU	none

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>RENEWAL</u>	<u>COMMENTS/REG#</u>
PHILIPPINES	KATUN	1	05-18-12	52612
	KATUN	9	12-17-13	56751
POLAND	KATUN	1, (2) & 9	IN PROCESS	none
PORTUGAL	KATUN	1	05-29-02	249848
	KATUN	9	05-11-02	249523
	KTN	9	08-12-02	261706
RUSSIA	KATUN	1, (2) & 9	06-30-05	140579
SAUDI ARABIA	KATUN	1	04-19-11	249/41
	KATUN	9	04-19-11	249/42
SINGAPORE	KATUN	1	10-19-05	52612
	KATUN (Chinese)	1	11-30-05	6806/88
	KATUN (Chinese)	9	11-30-05	6805/88
	KATUN	9	05-28-04	2528/87
SLOVAKIA	KATUN	510	06-27-07	187498
	KATUN	(Incl. 1, 9, 16 & 37)	06-27-07	187498
SOUTH AFRICA	KATUN	1	09-19-00	renewal in process 90/8044
	KATUN	9	09-19-00	renewal in process 90/8045
SPAIN	KATUN	9	04-05-08	1193281/3
	KATUN	1	08-31-03	1303882
	KTN	9	04-05-08	1193282/1
	KTN	1	IN PROCESS	1303883
	SUREP	9	IN PROCESS	1146304
SWEDEN	KATUN	9, 16	08-03-10	218167
	KTN	9, 16	03-04-08	209412
	MICROSLEEVE	9	IN PROCESS	(Nothing done since 5/30/90) none
	TEPRO	2, 9 & 16	11-04-07	217583
SWITZERLAND	KATUN	9	08-14-07	362535
	KTN	9	08-14-07	362536
	MICROSLEEVE	9	07-12-11	391554
TAIWAN	KATUN	1	05-31-09	444269
	KATUN	70	04-30-09	441039
	KTN	1	05-31-09	444270
	KTN	70	04-30-09	441040
	KATUN (Chinese)	1	05-31-09	444271
	KATUN (Chinese)	70	09-15-09	454271

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	OPTIMA DESIGN	9	01-13-08	2128734
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	KATUN (BLOCK)	1 & 2	08-11-08	none
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	KATUN (STYLIZED)	42	03-21-10	2333410
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DURAPREM	9		IN PROCESS 1607307	
OMNIFIT	9		IN PROCESS 1630672	
HIGH RESOLUTION	1		Not registered none	
HIGH RESOLUTION	9		none	
PREMIUM PART	9		none	
ADVANTAGE	1		none	
ADVANTAGE	9		none	
YOUR-COST-PER-COPY PARTNER	2		none	
OPTIMA & DEVICE	9		none	

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WASHINGTON, D.C. 20005-3502

WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

August 16, 2002

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: Antares Capital Corporation/Parts Now LLC

Dear Commissioner:

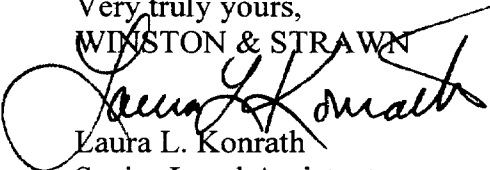
Enclosed is an Amended and Restated Security Agreement together with a check in the amount of \$365.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN

Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures