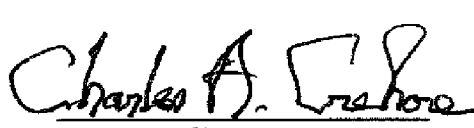


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Lake County Nursery, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Fifth Third Bank</u> Internal Address: <u>Attn: Corporate Banking</u> Street Address: <u>1404 E 9th Street</u> City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>an Ohio banking corporation</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>2/13/2004</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) _____ <u>See pgs. 1 & 2 of attached Sch. A</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Charles A. Crehore, Esq.</u> Internal Address: <u>Ulmer & Berne LLP</u> _____ Street Address: <u>1300 E 9th Ste, Suite 900</u> _____ City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114</u>			6. Total number of applications and registrations involved: 57 7. Total fee (37 CFR 3.41).....\$ <u>1440.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-1884</u>		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Charles A. Crehore Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> March 18 2004 Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 10 </div>					

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

CH \$1440.00 501884 2706527

SCHEDULE A
REGISTERED TRADEMARKS

Plant Name	Trade Name	Registration No.	Registration Date	Applicant	Registration No.
Acer campestre	St. Gregory ®		4/15/2003	Sigrazam	2706527
Acer glaberr	Mozart ®		4/29/2003	Mozart	2710888
Acer grandidentatum	Highland Park ®		4/22/2003	Hipazam	2708810
Acer saccharum	Adirondak ®		4/11/1996	Adirzam	1398479
Acer x freemanii	Celebration ®	7/24/1990	10/28/1905	Celzam PP 7279	1357902
Amelanchier canadensis	Spring Glory ®		6/23/1992	Sprzam	1696360
Amelanchier canadensis	Treadition ®		11/07/1992	Trazam	1731436
Berberis thunbergii	Bonanza Gold ®		4/11/1995	Bogozam PP 8215	1689415
Betula x	Avalanche ®		6/30/1992	Avalzam	1697880
Celastrus scandens	Sweet Tangenine ®		5/13/2003	Swtzam	2715952
Cornus alba	Strawberry Daiquiri ®		4/22/2003	Swtzam	2709179
Cornus kousa chinensis	Gallean ®		4/29/2003	Galzama	2710871
Cornus kousa chinensis	Samanzan ®		4/22/2003	Samozam	2706612
Cornus racemosa	Geauga ®		4/29/2003	Geazam	2710872
Cornus racemosa	Huron ®		4/22/2003	Hurzam	2706611
Cornus racemosa	Muskingum ®		4/22/2003	Muszama	2704470
Crataegus c. inermis	Crusader ®		10/29/1995	Cruzam	1357954
Elaeagnus umbellata	Titan ®	12/17/1991	9/23/1999	Tizam PP 7730	1555954
Eucryphia alba	Pipsqueak ®		4/22/2003	Pipzama	2706606
Eurythmus brunnal	Spartan in Gold ®		2/6/1979	Sparzama	1132957
Fraxinus americana	Sparticus ®		29-Apr	Sparzama	2710875
Fraxinus pennsylvanica	Cinnamon ®		4/27/1993	Cimzama PP 8077	1768194
Hemerocallis	Pocket Full of Gold ®		3/19/2003	Pogzama	2698655
Ilex glabra	Nardic ®		8/1/1989	Chamz PP 6962	1112858
Liquidambar styraciflua	Gold Dust ®		2/6/1979	Goduzama	1418389
Malus	American Spirit ®		8/23/1992	Amszaplzama	1696356
Malus	Brandywine ®		2/6/1979	Branzama	1112854
Malus	Carmel ®		8/23/1992	Camzama	1696363
Malus	Charterella ®		6/23/1992	Charzama	1696364
Malus	Guinevere ®		8/23/1992	Guizama PP 7773	1696361
Malus	Hamlet ®		9/20/1994	Hamzama	1854785
Malus	King Arthur ®		9/20/1994	Kingzama	1854786
Malus	Lancelot ®		12/8/1992	Lanzama PP 8056	1754587
Malus	Sir Galahad II ®		2/23/1993	Sirzama	1112855
Malus	Confusion ®		2/6/1979	Confzama	1112853
Malus	Harvest Gold ®		2/6/1979	Harzama	2706609
Malus	Lollipop ®		4/22/2003	Lollzama	1396280
Malus	Madonna ®		3/18/1988	Madzama PP 8672	1407875
Malus	Midem Lava ®		9/2/1995	Molizama	1367390
Malus	Sugar Tyme ®		12/5/1989	Sufzama PP 7052	1056687
Malus	Weeping Candied Apple ®		1/18/1979	Wepzama PP 4038	1112856
Opthopogon pterisacapus	Ebony Knight ®		2/6/1979	Ebbzama	1112856
Prunus x	Snow Fountains ®		1/5/1995	Snozama	1396366

revised 2/13/2004

SCHEDULE A

REGISTERED TRADEMARKS (cont'd.)

<i>Pyracantha argusifolia</i>	Gnome ®	12/13/1960	1145202
<i>Pyrus calleryana</i>	Cleveland Pride ®	4/14/1982	1683475
<i>Pyrus calleryana</i>	Gladiator ®	4/22/2003	2708808
<i>Pyrus calleryana</i>	Valiant ®	6/23/1982	1698359
<i>Pyrus calleryana</i>	Jack ®	4/22/2003	2708807
<i>Pyrus spicifolia pendula</i>	Silver Frost ®	10/28/1965	1367883
<i>Thuja occidentalis</i>	Mr. Bowling Ball ®	4/29/2003	2710870
<i>Tilia cordata</i>	Corinthian ®	4/15/1965	1390158
<i>Viburnum plicatum</i>	Newport ®	9/8/1981	1188604
<i>Viburnum plicatum</i>	Triumph ®	4/29/2003	2718869
<i>Juniperus chinensis</i>	Argentea ®	10/28/1965	1367885
<i>Malus</i>	American Mastpiece ®	5/25/1988	1173798
<i>Salix x europaea</i>	Scimitar ®	9/2/1988	1407877
<i>Tilia x europaea</i>	Gold Crown ®	3/18/1988	1398989

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 13, 2004, between LAKE COUNTY NURSERY, INC., an Ohio corporation (the "Debtor"), and FIFTH THIRD BANK, an Ohio banking corporation (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

1. **Definitions; Interpretation.**

a. **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in §2.

"Loan Agreement" means that certain Loan Agreement dated as of the date hereof between the Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement between Debtor and Secured Party dated as of the date hereof pursuant to which Debtor has granted a blanket security interest in its assets to Secured Party.

"UCC" means the Uniform Commercial Code as in effect in the State of Ohio.

b. **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

c. **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. **Security Interest.**

a. **Grant of Security Interest.** As security for the payment and performance of the Obligations (which as used herein, shall have the same meaning as set forth in the Security Agreement), Debtor hereby grants to Secured Party a security interest in and mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether

now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

i. all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor (as licensor or licensee) and any income and royalties with respect to such licenses, and together with all registrations and recordings thereof and all applications filed or to be filed in connection therewith (excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), and all extensions or renewals of the foregoing, including, without limitation, any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world;

ii. the entire goodwill of or associated with the business now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

iii. all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

iv. all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

b. **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with §13.

3. **Supplement to Security Agreement.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

4. **Representations and Warranties.** Debtor represents and warrants to Secured Party that: (a) a true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or trademark applications owned or held (whether pursuant to a license or otherwise) and used by Debtor is set forth in **Schedule A**; (b) each of the trademarks listed in **Schedule A** is subsisting and has not been judged invalid or unenforceable, in whole or in part, and to Debtor's knowledge, each of such trademarks is valid and enforceable; (c) Debtor has rights in and good and defensible title to the Collateral and is the sole and exclusive owner or user thereof, free and clear of any security interests or encumbrances; (d) no material infringement or unauthorized use presently is being made of any of the Collateral by any third party and the past, present and contemplated future use of the Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any third party or give such third party any right to terminate any such license agreement; (e) Debtor has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in the Debtor's rights to the Collateral pursuant to this Agreement, without the consent or approval of any third party; and (f) with respect to any Collateral for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement or arrangement regarding such Collateral, each such license or licensing agreement or arrangement (i) is in full force and effect and Debtor is not in material default of any of its obligations thereunder, and (ii) has been disclosed to the Secured Party in the Schedules to the Loan Agreement.

5. **Covenant.** Debtor covenants that so long as this Agreement shall be in effect, Debtor shall comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Collateral, and take such measures that, in Debtor's reasonable business judgment, may be necessary to preserve, protect and maintain the Collateral and all of Debtor's rights therein.

6. **Further Acts.** On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

7. **Authorization to Supplement.** If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or

renewal or extension of any trademark registration. Without limiting Debtor's obligations under this §7, Debtor authorizes Secured Party to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

8. **Events of Default/Remedies.** The occurrence of any Event of Default under the Loan Agreement or any other Loan Document (as defined in the Loan Agreement) shall constitute an Event of Default hereunder. Upon the occurrence of an Event of Default, the Secured Party shall have all rights and remedies available to it under the Loan Agreement and Security Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Collateral. Debtor agrees that such rights and remedies include the right of the Secured Party to sell or otherwise dispose of the Collateral pursuant to the UCC. Debtor hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after an occurrence of an Event of Default with respect to (among other things) any tangible asset of the Debtor in which Secured Party has a security interest, including Secured Party's right to sell inventory of the Debtor. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated to, bring suit or take such other action as Secured Party deems necessary or advisable, in the name of Debtor or Secured Party, to enforce or protect any of the Collateral, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any third party necessary to prevent such infringement, misappropriation or violation.

9. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder without Secured Party's prior written consent.

10. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of Ohio (without reference to that state's conflicts of law principals), except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Ohio.

11. **Entire Agreement; Amendment.** This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified,

amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in §7 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

12. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

13. **Termination.** Upon the termination of the Security Agreement, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

14. **No Inconsistent Requirements.** Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and conditions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

15. **Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

16. **Notices.** All notices hereunder shall be in writing and shall be sent in accordance with the Loan Agreement.

17. **Waiver of Jury Trial. SECURED PARTY AND DEBTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT, AND ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION**

HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

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

LAKE COUNTY NURSERY, INC

By: Maria Zampini Petherick

FIFTH THIRD BANK

By: [Signature]

FEB. 3. 2004 9:57AM

LAKE CO NURSERY

NO. 495 P. 16

SCHEDULE A

UNREGISTERED TRADEMARKS

New Plants List - Complete - Trademarked	
Acer ginnala	Beethoven™
Acer griseum x nikoense	Gingerbread™
Acer palmatum	Samurai Sword™
Acer platanoides	Medallion™
Acer platanoides	Conquest™
Acer rubrum	Fireball™
Acer saccharum	Fiddler's Creek™
Acer saccharum	Johnny Cake™
Berberis thunbergii	Crimson Ruby™
Buxus x	Antarctica™
Cornus alba	Crème de Mint™
Cornus alba	Chief Bloodgood™
Cornus alba	Red Gnomie™
Cornus kousa	Christian Prince™
Cornus kousa	Prophet™
Cornus racemosa	Cuyahoga™
Cornus racemosa	Mahoning™
Cornus racemosa	Ottawa™
Eionymus hamiltonianus x	Spindle Wood™
Gleditsia triacanthos inermis	Leadership™
Gleditsia triacanthos inermis	Spectrum™
Hydrangea paniculata	Chantilly™
Hydrangea paniculata	Passionate™
ilix x	Santa's Delight™
Liquidambar styraciflua	Grandmaster™
Malus	American Spirit™
Malus	American Triumph™
Malus	American Salute™
Malus	Centerbury™
Malus	Excalibur™
Malus	Ivanhoe™
Malus	Christmas Holly™
Malus	Fox Fire™
Malus	Holiday Gold™
Malus	Rejoice™
Malus	Royal Scepter™
Malus	Scarlet Brandywine™
Miscanthus f. giganteus	Colossal™

revised 10-02-03

Phellodendron amurense	Superfection™
Platanus x acerifolia	Metroshade™
Polygonatum reynoutria	Glo-Worm™
Pyrus calleryana	Burgundy Snow™
Pyrus calleryana	Frontier™
Pyrus calleryana	Jill™
Syringa reticulata	Signature™
Syringa vulgaris	Blue Rainbow™
Taxus cuspidata	North Coast™
Taxus x	Legislator™
Taxus x	Representative™
Taxus x	Senator™
Taxus x	Statesman™
Taxus x media	Erie Shores™
Tilia tomentosa	Satin Shadow™
Vaccinium macrocarpon	Lo-Hugger™
Viburnum dentatum	Blue Blazer™
Viburnum dentatum	Fireworks™
Viburnum dentatum	Palmfinder™
Viburnum dentatum	Raspberry Tart™
Viburnum dentatum	Utica™
Viburnum dentatum	Papoose™
Viburnum dentatum	Saratoga™
Viburnum dentatum	Tecumseh™
Viburnum dentatum	Tenawanda™
Viburnum plicatum	Ovalton™
Viburnum prunifolium	Guardian™

revised 10-02-03

TRADEMARK

REEL: 002820 FRAME: 0358



Lisa Drew
 direct
 direct fax 216-931-6249
 ldrew@ulmer.com

3/25/2004

fax cover sheet

To: USPTO
 Company:
 Fax#: 703-306-5995
 Phone#:
 From: Lisa Drew

You will be receiving 11 page(s) including this cover sheet. The original of this document will be sent by:

- Ordinary Mail:
- Overnight Messenger:
- Overnight Courier:
- Fax Only:

If you have any transmission problems, please call .

MESSAGE:

Unless otherwise indicated, the information in this transmittal is confidential and intended only for the recipient listed above. If you are neither the intended recipient nor a person responsible for delivering this transmittal to the intended recipient, you are hereby notified that any distribution or copying of this transmittal is prohibited. If you received this transmittal in error, please immediately notify us at 216.931.6000 and return the transmittal to us at our expense.

1300 EAST NINTH STREET, SUITE 900
 CLEVELAND, OHIO 44114-1583

firm	216.931.6000
------	--------------

fax	216.931.6001
-----	--------------

internet	www.ulmer.com
----------	---------------

CLEVELAND

COLUMBUS

CINCINNATI

TRADEMARK CHICAGO

RECORDED: 03/25/2004

REEL: 002820 FRAME: 0359