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07-23-1998

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

MRO 7-20-98



100771773

N.19.1998 PTT Docket No. G2370/178202

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

1. Name of conveying party(ies):
 Robinson Export and Import Corporation

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

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

2. Name and address of receiving party(ies)
 Name: General Electric Capital Corporation

Internal Address: JUL 20 1998

Street Address: 201 High Ridge Road
 City Stamford State: CT Zip: 06927

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: May 28, 1998

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of New York

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 names(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) _____

B. Trademark Registration No. (s)
2,148,931

Additional numbers attached? Yes No

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

Name: John S. Pratt, Esq.
 Internal Address: Kilpatrick Stockton LLP
Suite 2800
 Street Address: 1100 Peachtree Street
 City: Atlanta State: GA Zip 30309-4530

6. Total number of applications and marks involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

Authorized to be charged to deposit account

8. Deposit account number:
11-0860
 (Attach duplicate copy of this page if paying by deposit account)

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.

Marsha T. Shulman Marsha T. Shulman June 12, 1998
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

07/22/1998 JMT/KJMS 000000 21 4858
 01 FC:481

SERVICE MARK SECURITY AGREEMENT

THIS AGREEMENT is made as of the 28th day of May, 1998, between **ROBINSON EXPORT AND IMPORT CORPORATION**, a Virginia corporation, having a mailing address at 6790 Commercial Drive, Springfield, VA 22151 ("**Borrower**"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation having an office at 201 High Ridge Road, Stamford, CT 06927 ("**Lender**").

Statement of Facts

In order to induce Lender to extend credit and other financial accommodations to the Borrower under the Loan and Security Agreement dated as of May 28, 1998 between Borrower and Lender (as the same may hereafter be amended, restated, supplemented or replaced from time to time, the "**Loan Agreement**"), Borrower has agreed to grant to Lender a security interest in certain service mark rights and related assets of Borrower in accordance with the terms of this Agreement.

In consideration of the foregoing premises and other good and valuable consideration, Borrower hereby agrees that all capitalized terms used herein (and not otherwise expressly defined herein) shall have the meanings given such terms in the Loan Agreement and Borrower and Lender hereby further agree as follows:

Statement of Terms

1. **Grant of Security Interest.** To secure the complete and timely satisfaction of all of Borrower's obligations hereunder, as well as to secure all of the rights of Lender hereunder and to secure the payment and performance of all Obligations (as such term is defined in the Loan Agreement) (all such obligations being herein collectively called the "**Secured Obligations**"), Borrower hereby grants to Lender a present and continuing security interest in the entire right, title and interest of Borrower in and to the service mark listed on Schedule 1 attached hereto together with all goodwill of Borrower's business relating thereto and all other assets of Borrower necessary to produce the products for which such service mark is used, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals, extensions and other proceeds thereof (collectively called the "**Service Mark**").

2. **Representations and Warranties.** Borrower represents and warrants that as of the date hereof:

(a) The Service Mark is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, except where the failure of any of the foregoing to be true could not reasonably be expected to have a Material Adverse Effect;

(b) The Service Mark is valid and enforceable, except where the failure of any of the foregoing to be true could not reasonably be expected to have a Material Adverse Effect;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Service Mark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Borrower not to sue third persons, except for any Permitted Encumbrances;

(d) Borrower has the unqualified right to enter into this Agreement and perform its terms; and

(e) Except as set forth on Schedule 1 attached hereto, Borrower has no rights, titles or interests in any other service mark, service mark applications, trademarks or trademark applications.

3. **No Inconsistent Licenses.** Borrower agrees that, so long as this Agreement is in effect, it will not enter into any agreement (for example, a license or assignment agreement) which is inconsistent with Borrower's obligations under this Agreement, without Lender's prior written consent.

4. **Event of Default.** The failure of Borrower to perform any of its obligations hereunder, any breach in any material respect of any representation or warranty of Borrower herein, or the occurrence of any Event of Default under (and as such term is defined in) the Loan Agreement will also constitute a default by Borrower under this Agreement after giving effect to any applicable cure periods expressly provided for in the Loan Agreement (herein referred to as an "Event of Default").

5. **Remedies on Default.** If any Event of Default shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in State of New York and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice or demand whatsoever to Borrower, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Service Mark, or any interest which Borrower may have therein and, after deducting from the proceeds of sale or other disposition of the Service Mark all expenses (including all expenses for legal services) shall apply the residue of such proceeds toward the payment of the Secured Obligations (which application shall be made, first, to Lender's costs and expenses of such collection, sale or other disposition, including reasonable attorney's fees, and then to the payment of the other Secured Obligations then due to Lender. Borrower shall be liable for any deficiency remaining after the application of such proceeds. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Borrower. If required by applicable law, notice of any sale or other disposition of the Service Mark shall be given to Borrower at least ten (10) days before the time of any intended public or private sale or other disposition of the Service Mark is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Service Mark sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

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

7. **Severability.** The provisions of this Agreement are several, 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.

8. **Modification.** This Agreement is subject to modification only by a writing signed by Borrower and Lender.

9. **Benefit of Agreement.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties.

10. **Loan Document.** This Agreement is one of the Loan Documents (as such term is defined in the Loan Agreement).

11. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

12. **Terminology; Headings.** All singular terms used herein shall include the plural and vice versa, and all pronouns used herein shall be deemed to cover all genders. All section headings used herein are for convenience of reference only and do not constitute a substantive part of this Agreement.

13. **Termination of Agreement.** This Agreement and security interest conveyed hereunder shall remain in full force and effect until such time as the Loan and Security Agreement is no longer in effect and no Secured Obligations for the payment of money are outstanding.

14. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which counterparts when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same Agreement.

15. **Expenses; Indemnity.** Borrower will promptly upon demand pay to Lender the amount of any and all expenses, including reasonable attorney's fees and fees of other experts, which Lender may from time to time incur in connection with (i) the administration of this Agreement, (ii) the preservation of or the sale or other disposition of or other realization

upon any of the Service Mark, (iii) the exercise or enforcement of any of the rights of Lender hereunder or (iv) the failure by Borrower to perform or observe any of the provisions hereof. Borrower also hereby agrees to indemnify Lender and holds Lender harmless from and against any liability, loss, damage, suit, action or proceeding ever suffered or incurred by Lender as a result of (i) Borrower's failure to observe, perform or discharge Borrower's duties hereunder or (ii) Lender's holding or administering this Agreement or its rights, titles or interests in the Service Mark, unless with respect to any of the above, Lender is determined to have acted with gross negligence or to have engaged in willful misconduct. The obligations of Borrower under this paragraph 15 shall survive the termination of this Agreement.

16. **Security Agreement.** Lender also has a Lien in the Service Mark under the terms of the Loan Agreement, and this Agreement is intended to supplement the Loan Agreement, but in the event of any inconsistency between the terms of this Agreement and those of the Loan Agreement, the terms of the Loan Agreement shall control, and Lender may elect to pursue its rights and remedies with respect to the Service Mark under either or both of this Agreement or the Loan Agreement.

[Remainder of page intentionally left blank]

WITNESS the execution hereof under seal as of the day and year first above written.

(CORPORATE SEAL)

BORROWER:

ROBINSON EXPORT AND IMPORT CORPORATION

By: 

Name: Richard S. Maresco

Title: President

LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____

Authorized Signatory

WITNESS the execution hereof under seal as of the day and year first above written.

(CORPORATE SEAL)

BORROWER:

ROBINSON EXPORT AND IMPORT CORPORATION

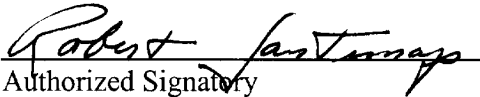
By: _____

Name: Richard S. Maresco

Title: President

LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

By:  _____
Authorized Signatory

**SCHEDULE 1 TO
SERVICE MARK SECURITY AGREEMENT EXECUTED BY ROBINSON EXPORT AND IMPORT
CORPORATION**

Service Mark	Reg. Number	Application Number	Country	Reg. Date	Filing Date
REICO	2,148,931		USA	4/7/98	

ATLLIB01 604743.1

RECORDED: 07/20/1998

TRADEMARK
REEL: 1756 FRAME: 0777