

85-10-01 PMM

11-02-1998

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pa

100866357

ed original documents or copy thereof.

1. Name of conveying party(ies):

Bannex Corporation

- Individuals
- General Partnership -
- Corporation-State: Florida
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: March 13, 1998

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

Name: Bankers Trust Company

Internal Address: _____

Street Address: One Bankers Trust Plaza, 130 Liberty Street

City: New York State: New York ZIP: 10006

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- 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 name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

Trademark Registration No.(s)\

1,648,720

1,665,244

Additional numbers attached? Yes No

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

Name: Kimberly Miller

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

(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.

Kimberly Miller

Name of Person Signing

[Signature]

Signature

10/27/98

Date

Total number of pages comprising cover sheet:

1

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

Do not detach this portion

10/30/1998 BUYEN 00000171 1648720

01 FC:488 documents to be recorded 10.00 OP
02 FC:482 25.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

ALL OK

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BANNEX CORPORATION, a Florida corporation (the "Assignor") with principal offices at 5755 Hoover Blvd., Tampa, Florida 33622, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 13, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest 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. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 12th day of October, 1998.

BANNEX CORPORATION, Assignor

By



Name: R. F. Buckingham

Title: V.P. & Treasurer

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 3rd day of September, 1998.

BANNEX CORPORATION, Assignor

By _____

Name:

Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By G. Andrew Keith

Name: G. Andrew Keith

Title: Vice President

Massachusetts
STATE OF ~~NEW YORK~~)
Middlesex) ss.:
COUNTY OF ~~NEW YORK~~)

On this 15th day of October, 1998, before me personally came Richard

L. Buckingham who, being by me duly sworn, did state as follows: that [s]he is

V.P. & Treasurer of Bannex Corporation, that [s]he is authorized to execute the foregoing

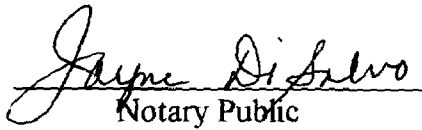
Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of
the Board of Directors of said corporation.

Rebecca Montes
My Commission Expires 9/24/04

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 30 day of SEPTEMBER, 1998, before me personally came _____

G. ANDREW KEITH who, being by me duly sworn, did state as follows: that ~~he~~ is
VICE PRESIDENT of Bankers Trust Company that ~~he~~ is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that ~~he~~ did so by
authority of the Board of Directors of said corporation.


Notary Public

JAYNE DISALVO
NOTARY PUBLIC, State of New York
No. 41-4760803
Qualified in Queens County
Certificate Filed in New York County
Commission Expires NOVEMBER 30, 1998