

MRD RECORDATION FC TRADEMA 12-2-98

12-07-1998



100916080

Tab settings

To the Honorable Commissioner of Patents and Trademarks:

ts or copy thereof.

1. Name of conveying party(ies):

PCP Acquisition, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

2. Name and address of receiving party(ies)

Name: First Security Bank, National Association

Internal Address:

Street Address: 79 South Main Street

City: Salt Lake City State: Utah ZIP: 84111

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other national banking association

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Trademark Collateral Agreement

Execution Date: November 19, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,991,411

Additional numbers attached? Yes No

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

Name: Penelope Agodoa

Internal Address:

Federal Research Corporation

Suite 101

Street Address:

400 Seventh Street N.W.

City: Washington DC State: ZIP: 20004

6. Total number of applications and registrations involved: 1

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

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.

Demetria Vong-Spillan

Name of Person Signing

Signature

12/1/98

Date

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

TRADEMARK COLLATERAL AGREEMENT

This 19th day of November, 1998, PCP Acquisition, Inc., a Washington corporation ("*Assignor*"), with its principal place of business at 1551 Broadway, Suite 400, Tacoma, Washington 98402, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages, pledges and grants to First Security Bank, National Association, not individually but solely as trustee (herein, together with its successors in trust under the Collateral Trust Agreement dated as of November 1, 1998 being herein called "*Assignee*") under such Collateral Trust Agreement, with its mailing address at 79 South Main Street, Salt Lake City, Utah 84111, a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

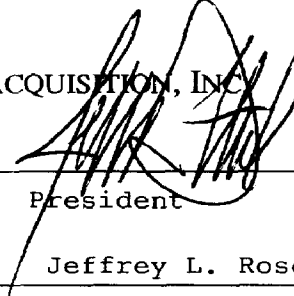
(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in that certain Security Agreement Re: Patents, Trademarks and Copyrights dated as of November 1, 1998 by and between Assignor and Assignee (the "*Agreement*").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

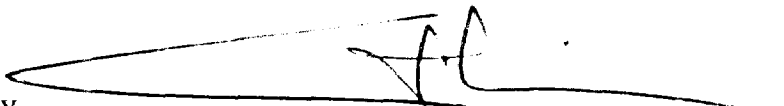
PCP ACQUISITION, INC.

By  _____
Its President

Jeffrey L. Rosenthal

(Type or Print Name)

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not individually but solely as
trustee under the Collateral Trust Agreement

By  _____
Its

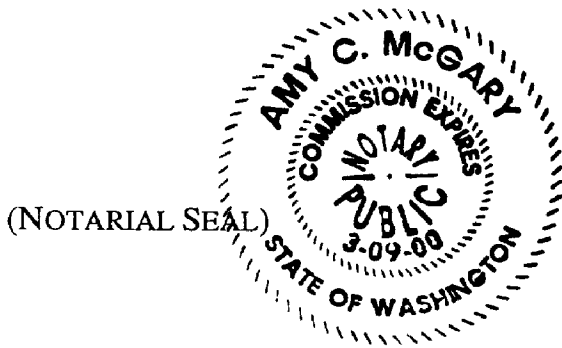
C. Scott Nielsen
Vice President

(Type or Print Name)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffery L. Rosenthal, President of PCP Acquisition, Inc. a Washington corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that such officer signed and delivered the said instrument as such officer's own free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of November, 1998.



Amy C. McGary
Notary Public

Amy C. McGary
(Type or Print Name)

My Commission Expires:

03-09-2000

STATE OF Washington)
) SS
COUNTY OF King)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that C. Scott Nielson, Vice President of First Security Bank, National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that such officer signed and delivered the said instrument as such officer's own free and voluntary act and as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of November, 1998.



Linda R. Mitchell
Notary Public

Linda R. Mitchell
(Type or Print Name)

My Commission Expires:

8-04-02

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

**REGISTERED U.S.
TRADEMARKS**

REGISTRATION NO.

DATE

The Only Book

1,991,411

August 6, 1996

**PENDING U.S. TRADEMARK
APPLICATIONS**

**APPLICATION
SERIAL NO.**

FILING DATE

NIL