

01-15-1999

- Patents
- Trademarks

*MRS*  
*1/12/99*



100942801

and Trademarks:  
ent or copy thereof.

1. Name of Party(ies) conveyin...

Name and Address of Party(ies) receiving an interest:

AMS LLC  
1418 North Market Boulevard  
Suite 500  
Sacramento, California 95834

Name: FINOVA Capital Corporation  
Internal Address: Attention: Loan Administration Manager  
Street Address: 355 South Grand Avenue  
City: Los Angeles  
State: California Zip: 90071

- Entity:
- Individual(s)
  - General Partnership
  - Corporation-State: California
  - Other California Limited Liability Company
  - Association
  - Limited Partnership

- Entity:
- Individual(s)
  - General Partnership
  - Corporation-State: Delaware
  - Other
  - Citizenship \_\_\_\_\_

If not domiciled in the United States, a domestic representative designation is attached:  
 Yes  
 No

3. Interest Conveyed:
- Assignment
  - Security Agreement
  - Other
  - Association
  - Limited Partnership
- Execution Date: As of December 18, 1998

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached:  Yes  No
- 1,905,965; 1,919,038; 1,905,966

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

*OPHZ*  
Name: Federal Research Corp.  
Internal Address: 400 Seventh St NW  
Street Address: Suite 101  
City: Washington  
State: DC Zip: 20004

6. Number of applications, patents, or registrations involved:  
3

7. Amount of fee enclosed or authorized to be charged:  
\$90.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

01/13/1999 00000000 000000

01 01481 00.00 00  
02 01482 00.00 00

DO NOT USE THIS SPACE

9. Date of execution of attached document As of December 18, 1998
10. 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 documents.

January 8, 1999  
Date

*Wesley E. Odom*  
Signature

Wesley E. Odom  
Name of Person Signing *6*

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
"The Store for Stores"	Federal	07/18/95	1,905,965
"The Bankcard Store"	Federal	09/12/95	1,919,038
The Bankcard Store's Logo	Federal	07/18/95	1,905,966

I-A-1

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**TRADEMARK**  
**REEL: 1839 FRAME: 0879**

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 18, 1998, is executed by AMS LLC, a California limited liability company ("Borrower"), in favor of FINOVA Capital Corporation ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of July 27, 1998, as amended (the "Loan Agreement") between Borrower and Lender, Lender has extended certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

FINOVA Capital Corporation  
355 South Grand Ave.  
Los Angeles, 90071  
Telecopier No.: (213) 625-8147

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed  
as of the day and year first above written.

AMS LLC

By:   
Name: Roger Wachtell  
Title: Chairman of Alpine Holdings, Inc.,  
its Managing Memeber

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California  
COUNTY OF Ventura ) ss.

On Jan-4, 1999, before me, Joyl. Nielsen  
(Name and Title of Officer)

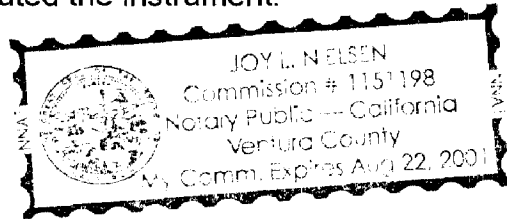
personally appeared Roger WachFell

personally known to me  
-or-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joyl. Nielsen  
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- Attorney-In-Fact  General
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:

Name Of Person(s) Or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title Or Type Of Document

\_\_\_\_\_  
Number Of Pages

\_\_\_\_\_  
Date Of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark

Jurisdiction

Date Filed

Serial No.

None.

I-B-1

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**RECORDED: 01/12/1999**

**TRADEMARK  
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