



100956691

Tab settings 1-29-99

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

1. Name of conveying party(ies):
EIG, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: LaSalle National Bank

Internal Address: _____

Street Address : 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State Oregon
- Other _____

If assignee is not domiciled in the United States, a domestrepresentative 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: January 15, 1999

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration
1,856,708 1,399,028 1,256,863 1,256,864
1,661,689 1,668,773 2,147,061 2,166,812

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address: _____

02/01/1999 JSHADAZZ 00000032 1856708

01 FC:481 40.00 OP
02 FC:482 175.00 OP

Street Address: 400 Seventh St NW
Suite 101

City: Washington State DC ZIP: 20004

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed
- Authorized to be charged to deposit

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 of the original document.

Nancy A. Butler
Name of Person

Nancy A. Butler
Signature

1/26/99
Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
REEL: 1847 FRAME: 0572

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
	1,856,708	10/04/94
	1,399,028	06/24/86
	1,256,863	11/08/93
	1,256,864	11/08/93
	1,661,689	10/22/91
	1,668,773	12/17/91
	2,147,061	03/31/98
	2,166,812	06/23/98

DOCUMENT #-907226.01; AUTHOR=SSHULRUF

TRADEMARK
REEL: 1847 FRAME: 0573

TRADEMARK SECURITY AGREEMENT

WHEREAS, FIG, LLC, a Georgia limited liability company ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of January 15, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with LaSalle National Bank, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Banks"), and as a Bank, providing for extensions of credit and other financial accommodations to be made to Borrower by Banks; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of January 15, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Banks, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), together with the goodwill of the business symbolized thereby, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Banks, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 15th day of January, 1999.


EIG, LLC, a Georgia limited liability company

By: EIG Manager, LLC, a Georgia limited liability company

By: 
James C. Richards
Manager

Acknowledged:

LA SALLE NATIONAL BANK, as Agent

By: 
Name: JAMES C. TUCKER
Title: SR. VICE PRESIDENT

