

02-11-1999

Form PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100963956

original documents or copy thereof.

1. Name of conveying party(ies):  
TEC Worldwide, Inc.

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State: Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies): **7 FEB 12 52**  
**SECURITY**

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: February 27, 1998

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
1,772,931

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: 9

7. Total fee (37 CFR 3.41): ..... \$ 240.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
\_\_\_\_\_  
(23-1705 in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

02/10/1999 DCOATES 00000161 1772931

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 200.00 OP

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 V. Miller *K.V. Miller* Feb. 8, 1999  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 2

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

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 (0651-0011), Washington, D.C. 20503.

## REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
EXECUTIVE COMMITTEE	1772931	May 25, 1993
TEC	1772930	May 25, 1993
TEC	1764791	April 13, 1993
EXECUTIVE COMMITTEE	1773136	May 25, 1993
TEC	1433330	March 17, 1987

## PENDING APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
TEC WORLD NEWS	75/225458	January 14, 1997
TECCEO	75/225444	January 14, 1997
TEC CEO INSIGHT	75/225329	January 14, 1997
TEC AN INTERNATIONAL ORGANIZATION OF CEOS & Design	75/156812	August 27, 1996

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TEC WORLDWIDE, INC., a Delaware corporation ("the Grantor") with principal offices at 5469 Kearny Villa Road, Suite 101, San Diego, California, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor'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, 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.

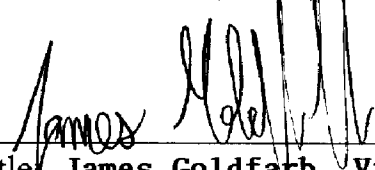
THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 27, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 2nd day of FEBRUARY, 1999.

TEC WORLDWIDE, INC., as Grantor

By:   
Title: **James Goldfarb, Vice President**

BANKERS TRUST COMPANY, as Collateral Agent and Grantee

By: \_\_\_\_\_  
Title:

State of CALIFORNIA

County of LOS ANGELES

On 2/3/99 before me, Reese Ella Day, Notary Public  
(DATE) (NAME/TITLE OF OFFICER-i.e. "JANE DOE, NOTARY PUBLIC")

personally appeared James Goldfarb  
(NAME(S) OF SIGNER(S))

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.

(SEAL)

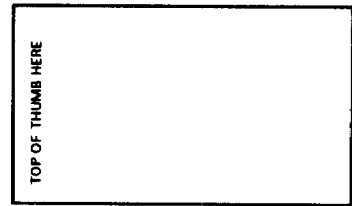
Reese Ella Day  
(SIGNATURE OF NOTARY)

**ATTENTION NOTARY**

The information requested below and in the column to the right is **OPTIONAL**. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  
Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

- INDIVIDUAL(S)
- CORPORATE \_\_\_\_\_

OFFICER(S) \_\_\_\_\_ (TITLES)

- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY IN FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

- INDIVIDUAL(S)
- CORPORATE \_\_\_\_\_

OFFICER(S) \_\_\_\_\_ (TITLES)

- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY IN FACT
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- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))



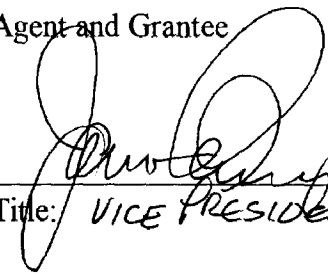
set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 28<sup>th</sup> day of January, 1999.

TEC WORLDWIDE, INC., as Grantor

By: \_\_\_\_\_  
Title:

BANKERS TRUST COMPANY, as Collateral  
Agent and Grantee

By:  \_\_\_\_\_  
Title: VICE PRESIDENT

STATE OF NEW YORK     )  
  ) ss.:

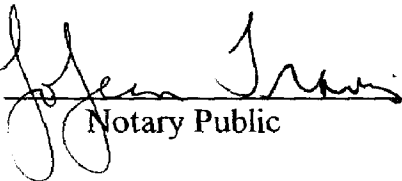
COUNTY OF NEW YORK    )

On this 28 day of JANUARY, 1999, before me personally came

JAMES REILLY who, being by me duly sworn, did state as follows: that [s]he is

VICE PRESIDENT of Bankers Trust Company, that [s]he is authorized to execute the

foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

**JOJEAN TRAVIS**  
Notary Public, State of New York  
No. 01TR5013241  
Qualified in New York County  
Commission Expires July 15, 1999

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