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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks
Please attach original documents or copy thereof.

1. Name of conveying party(ies):

Advance USA, LLC

OPR/FINANCE

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended and Restated Patent, Trademark and Copyright Collateral Assignment
- Merger
- Change of Name

Execution Date: February 25, 1999

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address:

Street Address: One PNC Plaza
249 Fifth Avenue

City: Pittsburgh State: PA ZIP: 15222

- 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

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

A. Trademark Application No.(s)

75/537,087

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Diane R. Meyers, Esquire

Internal Address: Eckert Seamans Cherin & Mellott, LLC

Street Address: 600 Grant Street
44th Floor

City: Pittsburgh State: PA ZIP: 15219

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: E

(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.

Diane R. Meyers

Name of Person Signing

Signature

March 4, 1999

11

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

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

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 1865 FRAME: 0640

03/09/1999 14:11:25 00-00240 75/537087 40.00 DP

**AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT
COLLATERAL ASSIGNMENT**

This Amended and Restated Patent, Trademark and Copyright Collateral Assignment (the "Assignment"), dated February 25, 1999, is entered into by and among ADVANCE USA, LLC, a Delaware limited liability company (the "Assignor") and PNC BANK, NATIONAL ASSOCIATION (the "Assignee").

RECITALS:

A. The Assignee has made and has agreed to make certain revolving credit loans (the "Revolving Credit Loans") to Assignor, as evidenced by a promissory note in the principal amount of Five Hundred Thousand Dollars (\$500,000.00) dated October 5, 1998, made by the Assignor in favor of the Assignee.

B. As a condition precedent to the disbursement of funds for the Revolving Credit Loans, the Assignor executed and delivered to the Assignee a Security Agreement dated October 5, 1998 (the "First Security Agreement") and a Patent, Trademark and Copyright Collateral Assignment pursuant to which the Assignor assigned to the Assignee all of Assignor's rights in certain patents, trademarks, copyrights and other property as security for the Revolving Credit Loans and other Obligations (as hereinafter defined), all as more fully described therein (the "First Collateral Assignment").

C. On October 28, 1998, the Assignor and the Assignee entered into a Credit Agreement (the "Credit Agreement") pursuant to which the Assignee made available to the Assignor certain non-revolving credit loans in an aggregate principal amount not to exceed \$4,000,000; provided however, that without the prior written consent of the Assignee, the Assignor does not have the ability to draw down more than \$1,600,000 (the "Non-Revolving Line of Credit Loan"); and

D. The Assignee has also agreed to make to the Assignor, pursuant to the Credit Agreement, a term loan in the amount of \$350,000 (the "Term Loan").

E. As a condition precedent to the disbursement of funds for the Non-Revolving Credit Loan and the Term Loan, the Assignor was required by Assignee to execute and deliver a Security Agreement dated October 28, 1998 (the "Second Security Agreement") and a Patent, Trademark and Copyright Collateral Assignment dated October 28, 1998 (the "Second Collateral Assignment") pursuant to which the Assignor assigned to the Assignee all of Assignor's rights in certain patents, trademarks, copyrights and other property as security for the Non-Revolving Credit Loan, the Term Loan and other Obligations (as hereinafter defined), all as more fully described therein.

F. The Assignor and the Assignee have entered into on the date hereof, an Amended and Restated Credit, Reimbursement and Security Agreement (the "Amended Credit Agreement"), pursuant to which the Non-Revolving Line of Credit Loan will be refinanced with proceeds

received from the sale of certain bonds by the Westmoreland County Industrial Development Authority (the "Bonds"), which proceeds were loaned to the Assignor.

G. To enhance the marketability of the Bonds, the Assignee is, at the request of the Assignor, issuing in favor of Chase Manhattan Trust Company, National Association, as Trustee under the Trust Indenture relating to the Bonds (the "Trustee"), the Assignee's Irrevocable Letter of Credit in the amount of \$4,078,905 (the "Letter of Credit").

H. Under the Amended Credit Agreement, Assignor is obligated to reimburse the Assignee for draws made by the Trustee under the Letter of Credit (the "Reimbursement Obligations").

I. It is a condition to the Assignee's entry into the Amended Credit Agreement and the issuance of the Letter of Credit that the Assignor execute and deliver (a) a Security Agreement dated the date hereof (the "Third Security Agreement") and (b) this Patent, Trademark and Copyright Collateral Assignment pursuant to which Assignor will assign to the Assignee all of Assignor's rights in certain patents, trademarks, copyrights and other property as security for the payment of the Revolving Credit Loans, the Term Loan, the Reimbursement Obligations and the other Obligations (as hereinafter defined), all as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, intending to be legally bound hereby, the parties (i) agree that the Recitals are incorporated into this Assignment by this reference as mutual acknowledgments and agreements and (ii) further agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Assignment shall have the respective meanings given to them in the Amended Credit Agreement. The term "Obligations" shall mean any obligation or liability of Assignor to the Assignee, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, under or in connection with the Revolving Credit Loans, the Term Loan, the Reimbursement Obligations, the Amended Credit Agreement, this Assignment, any other Loan Document or any other loans, advances, debts, liabilities, obligations, covenants and duties owing by Assignor to the Assignee or to any other direct or indirect subsidiary of PNC Bank Corp. of any kind or nature, present or future (including, without limitation, any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Assignor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether or not evidenced by any note, guaranty or other instrument, whether arising under any agreement, instrument or document, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, under any interest or currency swap, future, option or other similar agreement, or in any other manner, whether arising out of overdrafts on deposit or other accounts or electronic funds transfers (whether through automated clearing houses or otherwise) or out of the Assignee's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository transfer check or other similar arrangements, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and any amendments.

extensions, renewals or increases and all costs and expenses of the Assignee incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with any of the foregoing, including but not limited to reasonable attorney's fees and expenses.

2. To secure the payment and performance of the Obligations, the Assignor hereby grants, assigns and conveys to the Assignee the entire right, title and interest of the Assignor in and to all trade names, patent applications, patents, trademark applications, trademarks and copyrights whether now owned or hereafter acquired by the Assignor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").

3. The Assignor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto, and except for Permitted Liens, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges or encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons;

(d) the Assignor has the limited liability company power and authority to enter into this Assignment and to perform its terms;

(e) no claim has been made to the Assignor or, to the knowledge of the Assignor, any other Person, that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party; and

(f) the Assignor has used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. The Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not (a) sell, assign or convey its rights to any Patent, Trademark or Copyright or (b) enter into any agreement (for example, a license agreement) which could adversely affect either (i) the grant, assignment and conveyance to the Assignee hereunder or (ii) the Assignor's obligations under this Assignment.

5. If, before the Obligations shall have been satisfied in full, the Assignor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor and the Assignee agree to modify this Assignment by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Assignment shall apply thereto.

6. Unless and until the Obligations are declared or become due and payable pursuant to Section 10 of the First Security Agreement and/or Section 9 of the Second Security Agreement and/or Section 9 of the Third Security Agreement, the Assignee hereby grants to the Assignor the exclusive, nontransferable right and license under the Patents, Trademarks and Copyrights to make, have made for it, use and sell the inventions and products disclosed and claimed in the Patents, Trademarks and Copyrights in accordance with any specifications provided by the Assignee for the Assignor's own benefit and account and for none other. All use by the Assignor of the trademarks which are part of the Patents, Trademarks and Copyrights shall inure to the benefit of the Assignee. The Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Assignor in this Paragraph 6 if such sublicense could adversely affect the Assignee. The Assignee reserves the right upon reasonable notice during normal business hours to inspect the operations and facilities of the Assignor from time to time for the purpose of ensuring that the standards and quality requirements of the Assignee are met.

7. If during the period that the Obligations are declared or become due and payable pursuant to Section 10 of the First Security Agreement and/or Section 9 of the Second Security Agreement and or Section 9 of the Third Security Agreement, the Assignor's license under the Patents, Trademarks and Copyrights as set forth in Paragraph 6 shall terminate, the Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those rights and remedies allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Pittsburgh, Pennsylvania, or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Obligations as the Assignee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be

made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Assignee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee, as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Assignee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of, on commercially reasonable terms, the Patents, Trademarks and Copyrights to any third Person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Assignment.

9. At such time as the Assignor shall have indefeasibly paid in full all of the Obligations, this Assignment shall terminate and the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Assignee in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Assignor within fifteen (15) days of demand by the Assignee, and if not paid within such time, shall be added to the principal amount of the Obligations and shall bear interest at a rate per annum which shall be two and one-half percent (2 1/2%) above the Base Rate.

11. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Assignment or thereafter until the Obligations shall have been indefeasibly paid in full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Assignor to do so) and to preserve and maintain all rights in patent applications and patents of the Assignor, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Assignor. The Assignor shall not

abandon any Patent, Trademark or Copyright without the consent of the Assignee, which shall not be unreasonably withheld.

12. The Assignor shall have the right to bring suit, action or other proceeding in its own name, and, with the consent of the Assignee (which shall not be unreasonably withheld) to join the Assignee, if necessary, as a party to such suit so long as the Assignee is satisfied that such joinder cannot reasonably be expected to subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by the Assignee as a result of such suit or joinder by the Assignor.

13. No course of dealing between the Assignor and the Assignee, nor any failure to exercise nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Amended Credit Agreement, the First Security Agreement, the Second Security Agreement, the Third Security Agreement or any other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Assignee's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the First Security Agreement, the Second Security Agreement, the Third Security Agreement, any other Loan Document or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Assignment in any jurisdiction.

16. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be sent and will be effective in accordance with Section 10.4 of the Credit Agreement (pursuant to Section 15 of the First Security Agreement and/or Section 14 of the Second Security Agreement and/or Section 14 of the Third Security Agreement).

19. This Agreement (including the First Collateral Assignment, the Second Collateral Assignment and the other documents and instruments referred to herein) constitutes the entire

agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

20. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

21. In this Assignment, unless the Assignee and the Assignor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Assignment unless otherwise indicated. Section headings in this Assignment are included for convenience of reference only and shall not constitute a part of this Assignment for any other purpose.

22. The Assignor agrees to indemnify and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, all reasonable fees and expenses of counsel) which any Indemnified Party may incur or which may be asserted against any Indemnified Party as a result of the execution of or performance under this Agreement; provided, however, that the foregoing indemnity agreement shall not apply to claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Assignment. The Assignor may participate at its expense in the defense of any such claim.

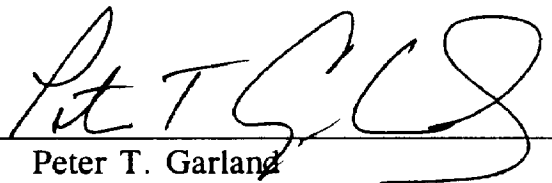
23. This Assignment has been delivered to and accepted by the Assignee and will be deemed to be made in the Commonwealth of Pennsylvania. **THIS ASSIGNMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA EXCEPT THAT THE LAWS OF THE STATE WHERE ANY PATENTS, TRADEMARKS AND COPYRIGHTS ARE LOCATED (IF DIFFERENT FROM THE COMMONWEALTH OF PENNSYLVANIA) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN.** The Assignor hereby irrevocably consents to the nonexclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania and the United States District Court for the Western District of Pennsylvania, and consents that all service of process be sent by nationally recognized overnight courier service directed to the Assignor at the Assignor's address set forth in Section 10.4 of the Credit Agreement (pursuant to Section 15 of the First Security Agreement and/or Section 14 of the Second Security Agreement and/or Section 14 of the Third Security Agreement) and service so made will be deemed to be completed as set forth in Section 10.4 of the Credit Agreement (pursuant to Section 15 of the First Security Agreement and/or Section 14 of the Second Security Agreement and/or Section 14 of the Third Security Agreement); provided that nothing contained in this Assignment will prevent the Assignee from bringing any action, enforcing any award or

judgment or exercising any rights against the Assignor individually, against any security or against any property of the Assignor within any other county, state or other foreign or domestic jurisdiction. The Assignee and the Assignor agree that the venue provided above is the most convenient forum for both the Assignee and the Assignor. The Assignor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Assignment.


24. EACH OF THE ASSIGNOR AND THE ASSIGNEE IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE ASSIGNOR AND THE ASSIGNEE ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as a document under seal by their respective officers or agents thereunto duly authorized, as of the date first above written.

ADVANCE USA, LLC

By: 
Peter T. Garland
Chief Financial Officer
(SEAL)

PNC BANK, NATIONAL ASSOCIATION

By: 
Michael L. Hammond
Vice President
(SEAL)

**SCHEDULE A
TO
AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT
COLLATERAL ASSIGNMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

Patents

Patent No. 4,910,067

Trademarks

STRATA

**SCHEDULE B
TO
AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT
COLLATERAL ASSIGNMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

GE is a joint owner of Patent No. 4,910,067

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RECORDED: 03/08/1999

**TRADEMARK
REEL: 1865 FRAME: 0650**