

03-23-1999

Form PTO-1594  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Pa

100990022

ed original documents, or copy thereof.

## 1. Name of conveying party(ies):

The Parian Development Group, Inc.

- ☐ Individuals ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State: Illinois  
☐ Other

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: March 13, 1998

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

## 2. Name and address of receiving party(ies):

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

Trademark Registration No.(s)\

1,942,886

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kimberly Miller

Internal Address: White &amp; Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

## 6. Total number of applications and registration involved

1

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

- ☒ 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)

03/22/1999 JSHABAZZ 00000213 1942886

01 FC:481

40.00 OP

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.

Kimberly V. Miller

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

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.

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

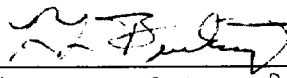
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, THE PARIAN DEVELOPMENT GROUP, INC., an Illinois corporation (the "Assignor"), having its chief executive office at 303 West Madison, Suite 2075, Chicago, Illinois, 60606, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor'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, in each case 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 ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 13, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

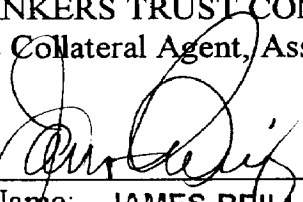
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of  
Security Interest as of the 1<sup>st</sup> day of <sup>February</sup>~~January~~, 1999.

THE PARIAN DEVELOPMENT GROUP, INC.,  
Assignor

By   
Name: RICHARD L. BUCKINGHAM  
Title: PRESIDENT + TREASURER

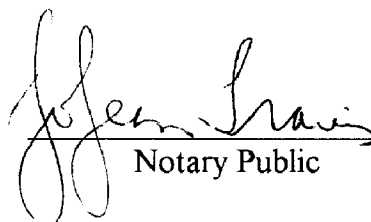
BANKERS TRUST COMPANY,  
as Collateral Agent, Assignee

By   
Name: JAMES REILLY  
Title: VICE PRESIDENT

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

On this 9TH day of MARCH, 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 Assignment of Security Interest 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, 2000

STATE OF MASS. )  
 ) ss.:  
COUNTY OF MIDDLESEX )

On this 1<sup>st</sup> day of February, 1999, before me personally came RICHARD

L. BUCKINGHAM who, being by me duly sworn, did state as follows: that he is

PRESIDENT AND  
TREASURER of The Parian Development Group, Inc., that he is authorized to execute the  
foregoing Assignment of Security Interest on behalf of said corporation and that he did so by  
authority of the Board of Directors of said corporation.

Susan A. Delin

Notary Public  
My commission expires 8/23/02

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PARIAN	1942886	December 19, 1995