
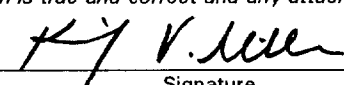


03-23-1999

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| Form PTO-1594 1-31-92 3/17/99 | RE |  100990020 | U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office |
| To the Honorable Commissioner of Patent and Trademark, please record the attached original documents, or copy thereof. | | | |
| 1. Name of conveying party(ies): <u>J. G. Van Dyke & Associates, Inc.</u> <input type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Maryland <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 2. Name and address of receiving party(ies): Name: <u>Bankers Trust Company</u> Internal Address: _____ Street Address: <u>One Bankers Trust Plaza, 130 Liberty Street</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10006</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation- <u>New York</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>March 13, 1998</u> | | 4. Application number(s) or registration number(s): A. Trademark Application No.(s) Trademark Registration No.(s)\ <u>1,977,778</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Kimberly Miller</u> Internal Address: <u>White & Case LLP</u> Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036</u> | | 6. Total number of applications and registration involved: 1 7. Total fee (37 CFR 3.41): \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> 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) | |
| DO NOT USE THIS SPACE | | | |
| 03/22/1999 JSHABAZZ 00000215 1977778 01 FC:481 40.00 OP | | | |
| 9. Statement and signature. <i>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.</i> <u>Kimberly V. Miller</u> <u></u> <u>3/16/99</u> 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**

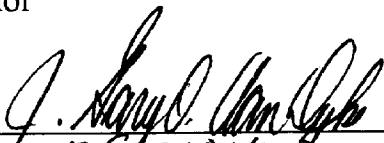
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, J. G. VAN DYKE & ASSOCIATES, INC., a Maryland corporation (the "Assignor"), having its chief executive office at 6550 Rock Spring Drive, Suite 360, Bethesda, Maryland 20817, hereby grants to Bankers Trust Company, 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.

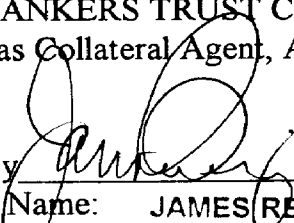
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set 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 ____ day of January, 1999

J. G. VAN DYKE & ASSOCIATES, INC.,
Assignor

By 
Name: J. GARY O. VAN DYKE
Title: President

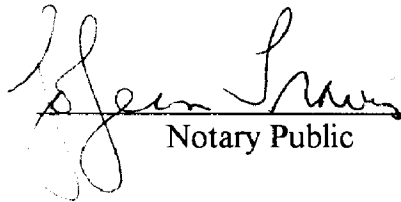
BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By 
Name: JAMES REILLY
Title: VICE PRESIDENT

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

On this 9TH day of MARCH, 1993 before me personally came _____

JAMES REULT 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, 1994

STATE OF Maryland)
) ss.:
COUNTY OF Frederick)

On this 1st day of February, 1999, before me personally came _____

J. Gary O. Van Dyke who, being by me duly sworn, did state as follows: that he is
President of J. G. Van Dyke & Associates, 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.

J. Elizabeth Brown
Notary Public

My Commission Expires 10/1/99

TRADEMARK REGISTRATIONS

Trademark

Registration Number

Registration Date

SIGN N' SEAL

1977778

June 4, 1996