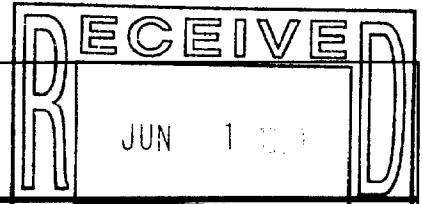


06-03-1999



MRD 6.1.99

RE



ET

101052971

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

1. Name of conveying party(ies):

Chartered Benefit Services, Inc.
315 West University Drive
Arlington Heights, Illinois

- Individual(s)
General Partnership
Corporation-State Illinois
Other

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

3. Nature of conveyance:

- Assignment
Security Agreement
Other
Merger
Change of Name

Execution Date: September 9, 1998

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

Name: Fleet National Bank
Internal Address:
Street Address: One Federal Street
City: Boston State: MA ZIP: 02110

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

Other

If assignee is not domiciled in the United States a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): 1

A. Trademark Application No. (s)
75/530715

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: Felicia Pakalnis
Internal Address:
Palmer & Dodge LLP

Street Address:
One Beacon Street

City: Boston State: MA ZIP: 02108

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: 16/0085
(Attach duplicate copy of this page if paying by deposit account)

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.

Felicia Pakalnis
Name of Person Signing

Signature

Date: 5-26-99

06/02/1999 DNGUYEN 00000197 75530715

01 FC-481 40.00 DP

Total number of pages comprising cover sheet attachments and document: 14

## TRADEMARK CONDITIONAL COLLATERAL ASSIGNMENT

This TRADEMARK CONDITIONAL COLLATERAL ASSIGNMENT dated as of September 9, 1998 (this "Assignment") between CHARTERED BENEFIT SERVICES, INC. ("Chartered"), an Illinois corporation, with its principal place of business at 315 West University Drive, Arlington Heights, Illinois to FLEET NATIONAL BANK, as The Administrative Agent for the Lenders (described below) with its principal place of business at One Federal Street, Boston, Massachusetts 02110 (the "The Administrative Agent"), pursuant to the Security Agreement (the "Security Agreement") dated as of the date hereof between Chartered and the Administrative Agent to secure the payment and performance of the Loans as defined in the Credit Agreement dated as of the date hereof (as amended, restated, increased, replaced or modified from time to time, the "Credit Agreement") between Chartered, the Lenders party thereto and the Administrative Agent and in any of the Collateral Documents (as defined herein) (the "Obligations"). The Administrative Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties".

1. Grant of Security Interest; Assignment. To secure the payment and performance of the Obligations, Chartered hereby grants a continuing security interest in, and assigns effective upon demand made upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement), to the Secured Parties, and their successors and assigns, the items set forth below (hereinafter collectively referred to as the "Assigned Material"):

1.1. All of the right, title and interest of Chartered in and to all trademark registrations (collectively, the "Registrations") all trademark applications based on actual use (collectively, the "Applications"), but specifically excluding all intent to use filings (the "Intent Filings") and all common law marks ("Common Law Marks") now owned or hereafter acquired by Chartered. Such registrations, applications, filings and common law marks shall include without limitation, all existing United States and foreign registrations of Chartered described in Schedule A attached hereto, all existing United States and foreign applications for registration of Chartered which are based on actual use, and all material common law marks described in Schedule A attached hereto;

1.2. The goodwill of the business of Chartered symbolized by each of the trademarks that are the subject of the Registrations and the Applications, the goodwill of the business symbolized by the common law marks, and the goodwill of the business of Chartered symbolized by any trademark that may in the future be added to Schedule A as a Registration or Application or Common Law Marks (all such present or future Registrations, Applications or Common Law Marks being also referred to herein as the "Trademarks"); and

1.3. All right, title and interest of Chartered in and to any cause of action that has heretofore arisen or that may arise with respect to non-consensual use or infringement of the Registrations, Applications, and/or Common Law Marks.

2. Power of Attorney; Further Assurances.

2.1. Chartered hereby constitutes and appoints the Administrative Agent its attorney in fact for the purpose of carrying out the assignment referred to in Section 1 above. Effective upon demand made upon an Event of Default, the Administrative Agent shall be authorized to take any action and execute any instrument on behalf of and in the name of Chartered which the Administrative Agent may deem necessary or advisable to accomplish such assignment, which appointment is irrevocable and coupled with an interest.

2.2. Chartered shall execute, or use its best efforts at its expense to have executed, any further document as may be reasonably requested by the Administrative Agent in order to fully effectuate this Assignment; provided that Chartered need not take any actions that would effect an absolute assignment of the Assigned Material to the Administrative Agent prior to demand made upon the occurrence and during the continuance of an Event of Default.

3. Default. Upon an Event of Default the Administrative Agent shall have in addition to all other rights and remedies granted by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in any of the jurisdictions in which the Trademarks hereby assigned may be located. Without limiting the generality of the foregoing, upon the occurrence and continuance of an Event of Default, the Administrative Agent may sell at public or private sale or otherwise realize upon, in Boston, Massachusetts or elsewhere, all or from time to time any of the Trademarks, or any interest which Chartered may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Chartered. Notice of any sale or other disposition of the Trademarks shall be given to Chartered at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Chartered hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent or any Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Chartered, which right is hereby waived and released.

4. Covenants.

4.1. Chartered agrees (a) not to abandon any of its rights relating to the Assigned Material (except for the Registrations marked by an asterisk on Schedule A) for the term of this Assignment, without the prior written consent of the Administrative Agent, (b) to file a federal trademark application for each mark used and/or elected to be used by Chartered (other than those marks that are the subject of an existing federal registration or application) unless such filings would not be commercially reasonable, and (c) Chartered agrees to grant the Administrative Agent or the Administrative Agent's attorney the necessary powers of attorney and otherwise to cooperate with the Administrative Agent or such attorney to enable the Administrative Agent to pursue such applications at Chartered's expense if Chartered fails or elects not to do so.

4.2. To permit The Administrative Agent, in the event Chartered does not take such action required to maintain its rights in the registrations, applications and filings, to take such action (including, but not limited to, bringing any action, suit or proceeding that the Administrative Agent deems advisable to defend, protect or enforce such rights) on its own behalf and on behalf of Chartered; provided, however, if the Administrative Agent takes action to maintain the Registrations and/or Applications, Chartered shall reimburse the Administrative Agent for reasonable expenses so incurred.

4.3. Chartered agrees that, until all of the Obligations shall have been satisfied in full, it will not assign any interest in the Trademarks to any third party (except to the Secured Parties as provided in this Assignment) and will not enter into any agreement which is inconsistent with Chartered's obligations under this Assignment, except for non-exclusive licenses containing obligations with respect to standards of quality consistent with those maintained by Chartered as of the date of this Assignment, without the Administrative Agent's prior written consent.

4.4. If, before the Obligations shall have been satisfied in full, Chartered shall obtain rights to any new registrable trademarks and/or service marks, the provisions of Section 1 shall automatically apply thereto and Chartered shall give to the Administrative Agent prompt written notice thereof.

4.5. Chartered authorizes the Administrative Agent to modify this Assignment by amending Schedule A to include any future registrations, applications and filings that become Registrations or Applications under Section 1. Chartered agrees to give the Administrative Agent prompt written notice of any events requiring a modification of Schedule A.

4.6. Chartered has used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with its use of the Trademarks.

4.7. Chartered will maintain for the duration of this Assignment, consistent standards of quality in its manufacture of products and rendering of services sold under the Trademarks.

4.8. Chartered hereby grants to Secured Parties and their employees and agents the right to visit Chartered's facilities that produce, manufacture, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours except, in the event of an emergency, then at any time.

4.9. Subject to the qualifications set forth in Sections 4.1 and 4.2 Chartered shall file any and all instruments and documents necessary to maintain the validity of the Registrations, including, but not limited to, Renewal Applications.

4.10. Chartered shall do any and all acts required by the Administrative Agent to ensure Chartered's compliance with this Section 4.

5. Indemnification. Chartered agrees to indemnify and hold harmless the Secured Parties against any claim, loss or liability with respect to a third party incurred by the Secured

Parties as assignee of the Registrations and Applications assigned hereby resulting from any use by Chartered, or any of its sublicensees, of goods or services, products or processes, as the case may be, covered by the Registrations and Applications assigned hereunder.

6. **Representations and Warranties of Title.** Chartered warrants to the Secured Parties that Chartered has the unqualified right to enter into this Assignment and perform its terms.

7. **Miscellaneous.**

7.1. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument.

7.2. No course of dealing between Chartered and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under any of the Collateral Documents shall operate as a waiver thereof; 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.

7.3. All of the Administrative Agent's rights and remedies with respect to the Trademarks, whether established hereby or by any of the Collateral Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

7.4. If any clause or provision of this Assignment 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 other clause or provision of this Assignment in any jurisdiction.

7.5. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4.5.

7.6. 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.

7.7. The validity and interpretation of this Assignment and the rights and obligations of the parties hereto shall be governed by the laws of the Commonwealth of Massachusetts and applicable Federal trademark law.

7.8. All notices, instruments and documents to be delivered hereunder shall be delivered to the parties in accordance with the notice provisions set forth in the Credit Agreement.


7.9. All capitalized terms used in this Assignment which are not specifically defined herein shall have the definition set forth in the Credit Agreement.

7.10. At such time as there shall exist no continuing liability of Chartered with respect to the Obligations, this Assignment shall terminate and the Administrative Agent shall execute and deliver to the Chartered all documents and instruments which are necessary to document the termination of this Assignment.

8. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Administrative Agent. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Administrative Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "The Administrative Agent" as used herein shall include Fleet National Bank, the Lenders and any other Person acting as The Administrative Agent for the Lenders pursuant to the terms of the Credit Agreement.

IN WITNESS WHEREOF, Chartered has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer as of the date first above written.

CHARTERED BENEFIT SERVICES, INC.

By:   
Name: James R. Swanson  
Title: President

FLEET NATIONAL BANK, as Administrative Agent

By: \_\_\_\_\_  
Name: Mark Cordes  
Title: Director

IN WITNESS WHEREOF, Chartered has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer as of the date first above written.

CHARTERED BENEFIT SERVICES, INC.

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

Name:

Title:

FLEET NATIONAL BANK, as Administrative Agent

By: Mark Cordes

Name: Mark Cordes

Title: Director



FILING RECEIPT FOR TRADEMARK APPLICATION

Sep 17, 1998

Receipt on the DATE OF FILING of the application for registration and filing fees is acknowledged for the mark identified below. The DATE OF FILING is contingent upon the collection of any payment made by check or draft. Your application will be considered in the order in which it was received and you will be notified as to the examination thereof. Action on the merits should be expected from the Patent and Trademark Office in approximately 06 months from the filing date. When inquiring about this application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME, and MARK.

EUGENE J RUDNIK JR  
KEMP & GRZELAKOWSKI LTD  
1900 SPRING RD STE 500  
OAK BROOK IL 60523-1495

ATTORNEY  
REFERENCE NUMBER

PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.

A request for correction to the filing receipt should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3513. The correspondence should be marked to the attention of the Office of Trademark Program Control. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 75/530715  
FILING DATE: Aug 3, 1998  
REGISTER: Principal  
LAW OFFICE: 105  
MARK: FINANCIAL INSIDER NETWORK  
MARK TYPE(S): Service Mark  
DRAWING TYPE: Words, letters, or numbers in typed form  
FILING BASIS: Sect. 1(b) (Intent to Use)

ATTORNEY: EUGENE J RUDNIK JR

OWNER: CHARTERED BENEFIT SERVICES, INC. (ILLINOIS, Corporation)  
315 WEST UNIVERSITY DRIVE  
ARLINGTON HEIGHTS, ILLINOIS 60004

FOR: CONSUMER CREDIT REPORTING SERVICES  
INT. CLASS: 036

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

Schedule A

Registrations, Applications for Registrations for U.S. and Foreign Trademarks or Service Marks

<u>Serial No./Reg. No.</u>	<u>Service Mark</u>	<u>Description</u>	<u>Reg. Date</u>	<u>County</u>
Not yet received	Financial Insider Network		None/ Filed 8/17/98	USA

Common Law Trademarks

Chartered Benefit Services, Inc.

/netuser8/judra/jenkins/108090.111/sched\_a.wpf