

MPA
6-17-99

REGISTRATION FORM COVER SHEET

06-16-1999

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To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

GVG/TMS ACQUISITION SUB, INC.

and address of receiving party(ies)

Name: THE BANK OF NEW YORK

Internal Address:

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

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

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State 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
- Security Agreement
- Other GRANT OF SECURITY INTEREST (TRADEMARKS)
- Merger
- Change of Name

Execution Date: June 1, 1999

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

A. Trademark Application No.(s)

(75/376,325 and 75/376,326)

B. Trademark Registration No.(s)

(2,014,457)

Additional numbers attached? Yes No

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

Name: BRYAN CAVE LLP

Internal Address: SHARON ELWIN

LEGAL ASSISTANT

Street Address: 245 PARK AVENUE

City: NEW YORK State: NY ZIP: 10167-0034

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

06/16/1999 DNGUYEN 00000002 2014457

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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.

LORI POTTS

Name of Person Signing

Signature

6/8/99

Date

5

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

Washington D.C. 20231

REEL: 001913 FRAME: 0362

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a Delaware corporation (the "**Grantor**"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "**Secured Party**"), and has entered into a Security Agreement, dated as of March 27, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on the Schedule hereto, which trademarks are registered in the United States Patent and Trademark Office (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all its Obligations (as defined in the Security Agreement), the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to the Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.


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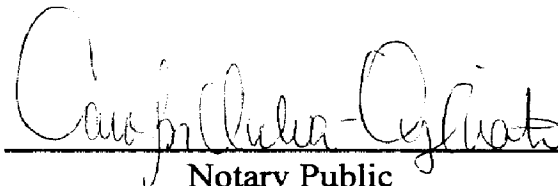
TRADEMARK
REEL: 001913 FRAME: 0363

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 1 day of June, 1999.

GVG/TMS ACQUISITION SUB, INC.

By: 
Name: Larry R. Gilbertson
Title: Vice President and Secretary

On this 27th day of May, 1999, before me personally came Larry R. Gilbertson, to me known, who, being by me duly sworn, did depose and say that he resides at McLean, VA.; that he is the Vice President and Secretary of GVG/TMS ACQUISITION SUB, INC., the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.



Notary Public
[Notary's Stamp]

Carolyn Silva-Quagliato
Notary Public District of Columbia
My Commission Expires: 11/30/2003

**Schedule
to
Grant of Security Interest (Trademarks)
Dated as of June 1, 1999**

<u>Mark/Pending Application</u>	<u>Registration/Serial No.</u>	<u>Registration/ Application Date</u>
Trase Miller Solutions (Mark)	2,014,457	November 5, 1996
CRS Broker (Pending Application)	75/376325	PENDING
Tour Broker (Pending Application)	75/376326	PENDING

VC69409-0885201

RECORDED: 06/14/1999

TRADEMARK
REEL: 001913 FRAME: 0366