



*MRB*  
*6-17-99*

TRADEMARKS

06-21-1999



101070360

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

1. Name of conveying party:

Bronner Slosberg Humphrey, LLC  
The Prudential Tower  
800 Boylston Street  
Boston, MA 02199

2. Name and address of receiving party:

Bankers Trust Company, as Administrative Agent  
130 Liberty Street  
New York, NY 10006

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date:

January 6, 1999

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

B. Trademark Registration Nos.

75/674085  
75/673921  
75/673911  
75/676180

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

Melany A. Friedlander  
Legal Assistant  
O'Melveny & Myers LLP  
400 S. Hope Street  
Los Angeles, CA 90071-2899

6. Total number of applications and registrations involved:  
4

7. Total fee: \$115 (Enclosed)

8. Deposit Account Number: N/A

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.

*Melany Friedlander*  
Name of Person Signing

*[Signature]*  
Signature

*6/16/99*  
Date

06/18/1999 DNGUYEN 00000253 75674085

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

01 FC:481 40.00 OP  
02 FC:482 75.00 OP

LAI:827539.1

TRADEMARK  
REEL: 001916 FRAME: 0028

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, BRONNER SLOSBERG HUMPHREY, LLC**, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of January 6, 1999 (said Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with Bronner Slosberg Humphrey, LLC, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bankers Trust Company, as Administrative Agent (in such capacity, "**Secured Party**");

**WHEREAS**, Under the Credit Agreement the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of January 6, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"); provided that trademarks, servicemarks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other sources and/or business identifiers and applications pertaining thereto considered to be work product performed for or acquired on behalf of customers of Grantor or which have been assigned or are required to be assigned to such customer shall not be deemed Trademarks or Trademark Collateral; all

registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”); provided that registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries on behalf of or acquired on behalf of customers of Grantor or which have been assigned or are required to be assigned to such customer shall not be deemed Trademark Registrations or Trademark Collateral; all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

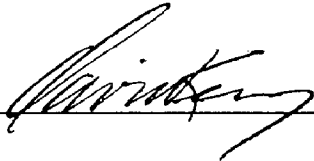
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

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

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 6<sup>th</sup> this day of January, 1999.

**BRONNER SLOSBERG HUMPHREY, LLC**

By:   
Name: \_\_\_\_\_  
Title:

**SCHEDULE A**  
**TO**  
**GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Bronner Slosberg Humphrey, LLC	Service Mark	75/674085	April 5, 1999
Bronner Slosberg Humphrey, LLC	Service Mark	75/673921	April 5, 1999
Bronner Slosberg Humphrey, LLC	Service Mark	75/673911	April 5, 1999
Bronner Slosberg Humphrey, LLC	Service Mark	75/676180	April 7, 1999