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JUN 17 1999  
PATENT & TRADEMARK

06-21-1999



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To the Honorable Commissioner of Patents and Trademarks

101070357

and all documents or copy thereof.

1. Name of conveying party(ies):

Alberta Smyth Resources, L.L.C.

M.P. 6-17-99

- Individual(s)
  - General Partnership
  - Corporation-State
  - Other New Jersey limited liability company
- Additional name(s) of conveying party(ies) attached?  Yes  No

- Association
- Limited Partnership

3. Nature of conveyance:

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

Execution Date: June 11, 1999

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

Name: The Chase Manhattan Bank, as Agent

Internal Address: \_\_\_\_\_

Street Address: 600 Fifth Avenue

City: New York State: NY ZIP: 10020

- Individual(s) citizenship: \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York Banking
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,221,993

Additional numbers attached?  Yes  No

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

Name: Lauren Bernstein, Esq.

Internal Address: Kaye, Scholer, Fierman,

Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

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: \_\_\_\_\_

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

06/18/1999 DNGUYEN 00000256 1221993

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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.

Naomi J. Shrenzel  
Name of Person Signing

Lauren Bernstein  
Signature

6/16/99  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

4

# ASSIGNMENT FOR SECURITY

## (TRADEMARKS)

WHEREAS, ALBERTA SMYTH RESOURCES, L.L.C., a New Jersey limited liability company (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement dated as of the date hereof, among the Assignor and the other Borrowers named therein, the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to 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 payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

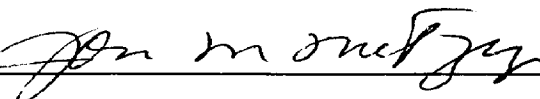
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 11<sup>th</sup> day of June, 1999.

ALBERTA SMYTH RESOURCES, L.L.C.

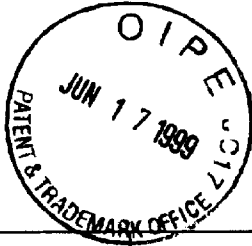
By: Creditek LLC, its sole manager

By: 

Name: John M. Metzger

Title: President

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY



TRADEMARKS

<u>DEBTOR</u>	<u>TRADEMARK</u>	<u>REG. DATE</u>	<u>REG. #</u>
ALBERTA SMYTH RESOURCES, L.L.C.	ALBERTA SMYTH PERSONNEL AGENCY, INC.	12/28/82	1,221,993
ALBERTA SMYTH RESOURCES, L.L.C.	Alberta Smyth Resources, LLC	unregistered	unregistered

1732089.NY

RECORDED: 06/17/1999

TRADEMARK  
REEL: 001916 FRAME: 0036