

RECORDATION FOR
TRADEMARK

06-21-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office



101070361

Tab settings ☐ ☐ ☐ ☐

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

1. Name of conveying party(ies):

Creditek, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware limited liability company

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

3. Nature of conveyance:

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

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)

1,738,608

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: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

☒ 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 00000252 1738608

DO NOT USE THIS SPACE

01 EC:481 40.00 DP

02 FC:482 125.00 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.

Naomi J. Shrenzel

Name of Person Signing

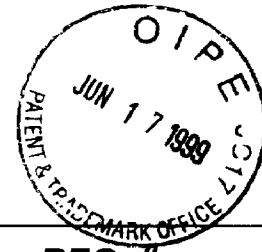
Naomi J. Shrenzel
Signature

6/16/99
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001916 FRAME: 0037

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITYTRADEMARKS

<u>DEBTOR</u>	<u>TRADEMARK</u>	<u>REG. DATE</u>	<u>REG. #</u>
Creditek LLC	CREDITEK	12/8/92	1,738,608
Creditek LLC	CREDITEK (and design)	12/8/92	1,738,609
Creditek LLC	CREDITEK (and design)	12/8/92	1,738,640
Creditek LLC	CREDITEK	12/8/92	1,738,641
Creditek LLC	CREDIT PROS	6/9/98	2,164,838
Creditek LLC	CREDIT PROS (and design)	8/11/98	2,181,608
Creditek LLC	Creditek Corporation	unregistered	unregistered
Creditek LLC	Creditek's Deduction Solutions	unregistered	unregistered
Creditek LLC	Creditek's Strategic Outsourcing	unregistered	unregistered
Creditek LLC	Creditek's Audit & Recovery	unregistered	unregistered
Creditek LLC	Creditek's Media Expense Consultants	unregistered	unregistered
Creditek LLC	Full Source	unregistered	unregistered
Creditek LLC	ProColl	unregistered	unregistered
Creditek LLC	End-to-End-Receivables Management	unregistered	unregistered

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TRADEMARK
REEL: 001916 FRAME: 0038

Creditek LLC	ApparelPros	unregistered	unregistered
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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, CREDITEK LLC, a Delaware 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;

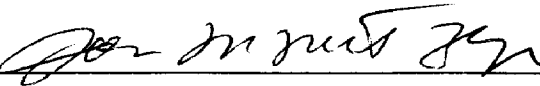
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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 11th day of June, 1999.

CREDITEK LLC

By 

Name: John M. Metzger

Title: President