

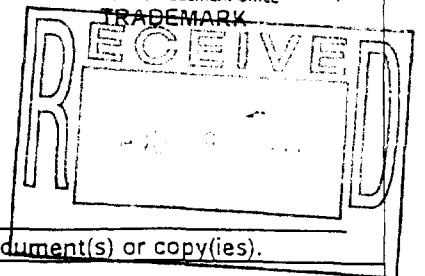
08-11-1999

MRO  
8-9-99



RECC. 101113489 .T

TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

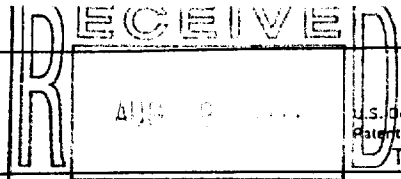
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

08/11/1999 BCDATES 00000084 75377836

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 150.00 OP



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Jenna M. Jones

Address (line 1) Robinson, Bradshaw & Hinson, P.A.

Address (line 2) 101 North Tryon Street

Address (line 3) Suite 1900

Address (line 4) Charlotte, North Carolina 28246

**Correspondent Name and Address**

Area Code and Telephone Number (704) 377-8167

Name Grace Keel

Address (line 1) Robinson, Bradshaw & Hinson, P.A.

Address (line 2) 101 North Tryon Street

Address (line 3) Suite 1900

Address (line 4) Charlotte, North Carolina 28246

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75/377836

2067658 2081907 2168215  
1629405 1885216 2124390

**Number of Properties**

Enter the total number of properties involved.

# 7

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 500327

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Jenna M. Jones

Name of Person Signing

Signature

8.5.99

Date Signed

**GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

**WHEREAS, PRIMO ANGELI INC.**, (the "Pledgor") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks"); and

**WHEREAS**, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of July 8, 1999, in which the Pledgor has agreed with First Union National Bank, as Administrative Agent (the "Administrative Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-1139, to execute this Assignment;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant of Security Interest has been given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Grant of Security Interest are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

**PRIMO ANGELI INC.**

By:

  
\_\_\_\_\_  
Tim Donmoyer, Vice President

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

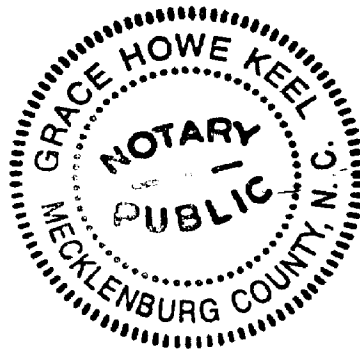
I, Grace Howe Keel, Notary Public of the county and state aforesaid, certify that Tim Donmoyer, personally appeared before me this day and acknowledged that he is the Vice President of Primo Angeli Inc., and that by authority duly given and as an act of the corporation, he signed the foregoing instrument as its Vice President.

**WITNESS** my hand and official stamp or seal, this 8th day of July, 1999.

*Grace Howe Keel*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Sept. 2, 2002  
\_\_\_\_\_

[NOTARY SEAL]



*I. U.S. TRADEMARK REGISTRATION APPLICATIONS*

<i>SUBSIDIARY</i>	<i>MARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>
Primo Angeli, Inc.	MAKING PEOPLE RESPOND	75/377,836	10/23/97

*II. U.S. TRADEMARK REGISTRATIONS*

<i>SUBSIDIARY</i>	<i>MARK</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
Primo Angeli, Inc.	FULL MARKET DRESS	2,067,658	06/03/97
Primo Angeli, Inc.	POSITION ACCESS (Stylized)	2,081,907	07/22/97
Primo Angeli, Inc.	PRESEARCH ACCESS and Design	2,168,215	06/23/98
Primo Angeli, Inc.	PRIMO ANGELI	1,629,405	12/25/90
Primo Angeli, Inc.	RAPIDACCESS (Stylized)	1,885,216	03/21/95
Primo Angeli, Inc.	TRADEACCESS (Stylized)	2,124,390	12/23/97