

08-11-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



MLO
8-9-99

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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

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 Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

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.)

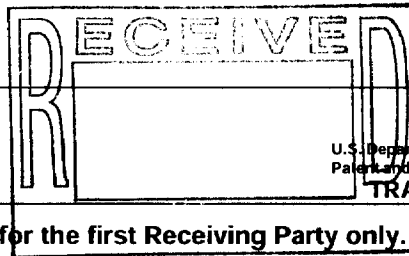
FOR OFFICE USE ONLY

08/10/1999 BCOATES 00000144 75311923

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

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



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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)		
<input type="text" value="75311923"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2122684"/>	<input type="text" value="1374644"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

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: #

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.

David E. Boundy
Name of Person Signing

David E. Boundy
Signature

August 4, 1999
Date Signed

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
SHORT FORM**

COLLATERAL ASSIGNMENT OF SECURITY INTEREST dated May 27, 1999 made by Tactics, Incorporated, a Delaware corporation, having a principal place of business at 5800 E. Skelly Drive, Ste. 200, Tulsa, Oklahoma 74135, (the "Grantor"), in favor of Banque Nationale de Paris, having a place of business at 499 Park Avenue, New York, New York 10022, as the agent (together with any successor thereto appointed pursuant to Article VII of the Credit Agreement referred to below, the "Grantee") for the Secured Parties (as defined in the Credit Agreement referred to below).

The Grantor is party to an Amended and Restated Credit Agreement dated as of January 15, 1999 (as amended, supplemented or otherwise modified from time to time, and together with all exhibits, schedules, documents, and instruments ancillary thereto, the "Credit Agreement") with the financial institutions party thereto from time to time and the Grantee, as agent. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor entered into a Security Agreement dated June 3, 1998 (as amended, supplemented or otherwise modified hereafter from time to time, the "Security Agreement") with the other grantors party thereto in favor of the Grantee, pursuant to which the Grantor has granted to the Grantee for its benefit and the ratable benefit of the other Secured Parties a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to trademarks and trademark applications and registrations therefor whether then owned or thereafter acquired or created, including, without limitation, the trademarks and trademark applications and registrations therefor listed on Schedule A hereto (the "Trademarks").

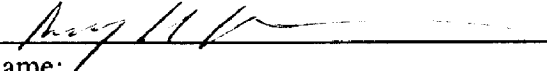
The parties desire to record the Grantor's grant of the security interest in the Trademarks to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee for its benefit and the ratable benefit of the other Secured Parties as follows:

1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. The Grantor grants to the Grantee a security interest in all of its rights, title, and interest in and to the Trademarks.

IN WITNESS WHEREOF, the Grantor has caused this Collateral Assignment of Security Interest to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

TACTICS, INCORPORATED

By 
Name:
Title:

NYDOCS03/468003 2

TRADEMARK
REEL: 001941 FRAME: 0752

SCHEDULE A - TRADEMARKS

<u>Trademark</u>	<u>Appln./Reg. No.</u>	<u>Appln./Reg. Date</u>
TACTICS	75/311,923	06/19/97
TACTICS & DESIGN	2,122,684	12/23/97
TACTICS	1,374,644	12/10/85

NYDOC04/249444