

09-02-1999



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### RECORDATION FORM COVER SHEET 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

Merger

Change of Name

Other

Effective Date  
Month Day Year  
06 30 99

9-1-99

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
06 30 99

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

09/02/1999 MTHA11 00000063 1643991

#### FOR OFFICE USE ONLY

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**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"/>	<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" value="1643991"/>	<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.

Joel Kabakoff

8/30/99

Name of Person Signing

Signature

Date Signed

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 30, 1999 is executed by VisionQuest Management Services Corporation ("Debtor"), in favor of Coast Business Credit®, a division of Southern Pacific Bank ("Secured Party").

A. Pursuant to a Security Agreement dated as of June 30, 1999 (the "Security Agreement") between Debtor and Secured Party, Debtor has agreed to grant Secured Party a security interest in certain of its property, upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Debtor has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Agreement") in favor of Secured Party; and

D. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including 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 Liabilities, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Liabilities.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral 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.

Secured Party's address is:

Coast Business Credit®, a division of Southern Pacific Bank  
12121 Wilshire Blvd.  
Suite 1400  
Los Angeles, California 90025-1176

IN WITNESS WHEREOF, Debtor has caused this Assignment to be executed as of the day and year first above written.

VISIONQUEST MANAGEMENT SERVICES CORPORATION

By: Steven R. Rogers  
Name: Steven R. Rogers  
Title: Vice President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss.

On JUNE 30, 1999, before me, CORNELL H. WINSTON
(Name and Title of Officer)

personally appeared STEVEN R. ROBERTS

[ ] personally known to me
-or-

[x] proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Cornell H. Winston
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on
the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- [ ] Individual
[ ] Corporate Officer

Title(s)

- [ ] Partner(s) [ ] Limited
[ ] Attorney-In-Fact [ ] General
[ ] Trustee(s)
[ ] Guardian/Conservator
[ ] Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
VisionQuest and Design	United States	5/7/91	1643991

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.

1-B-1

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