



Tab settings **000**

101144412

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

1. Name of conveying party(ies):
Aurora of Bridgeport, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership

Other **Limited Liability Company - DE**
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **August 31, 1999**

2. Name and address of receiving party(ies)

Name: **Heller Financial, Inc.**
Internal Address: _____
Street Address : **500 West Monroe**
City: **Chicago** State: **IL** Zip: **60661**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State
- Other

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
NONE

B. Trademark Registration
1,369,468

Additional numbers attached? **No**

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

Name: _____
Internal Address: _____
FEDERAL RESERVE BANK OF CHICAGO
500 WEST MONROE STREET
Street Address: _____
CHICAGO ILL 60661
City: _____ Stat _____ ZIF _____

6. Total number of applications and registrations **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

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

09/10/1999 JSHABAZZ 00000048 1369468

DO NOT USE THIS SPACE

01 FC:481 40.00 00

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.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

9/07/99
Date

5

Total number of pages including cover sheet, attachments, and

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

TRADEMARK SECURITY AGREEMENT

WHEREAS, AURORA OF BRIDGEPORT, LLC, a Delaware limited liability company ("**Grantor**"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Aurora Holding, LLC, a Delaware limited liability company ("**Borrower**"), has entered into that certain Credit Agreement dated as of August 31, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with Heller Financial, Inc., as agent for the benefit of all financial institutions which from time to time become lenders under the Credit Agreement ("**Lenders**") providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor, among others, has guaranteed to Agent and Lenders the punctual payment and performance of the Obligations of Borrower under the Credit Agreement pursuant to that certain Subsidiary Guaranty dated as of August 31, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**"); and

WHEREAS, pursuant to the terms of that certain Subsidiary Security Agreement dated as of August 31, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among, Grantor, Grantor's Affiliate and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

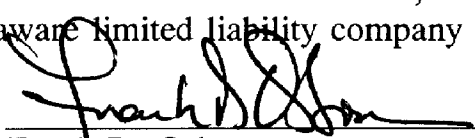
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 31st day of August, 1999.

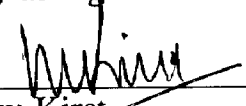
AURORA OF BRIDGEPORT, LLC, a
Delaware limited liability company

By: 

Frank D. Osborn
President

Acknowledged:

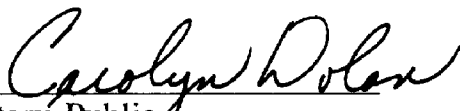
HELLER FINANCIAL, INC., a Delaware
corporation, as Agent for all Lenders

By: 

Matthew Kirst
Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 31st day of August, 1999, before me personally appeared Frank D. Osborn, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the President of Aurora of Bridgeport, LLC, a Delaware limited liability company (the "**Company**"), who being by me duly sworn, did depose and say that he is President of the Company, the Company described in and which executed the foregoing instrument (the "**Instrument**"); that the Instrument was signed on behalf of the Company by order of its members or manager; and that he acknowledged the Instrument to be the free act and deed of the Company.



Notary Public

CAROLYN DOLAN
Notary Public, State of New York
No. 41-461370
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Nov. 30, 1999

{Seal}

My commission expires:

November 30, 1999

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
WICC	1,369,468	11/5/85

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
--------------------------	----------------	--------------------------