

MEB 11/24/99

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/9)

REC 12-02-1999

SHEET U.S. DEPARTMENT OF Patent and Trademark



Tab settings

To the Honorable Commissioner of Patents

101212526

Send original documents or copy thereof.

1. Name of conveying party(ies): Frontline Group Operating Company, Inc.

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

Other, Additional name(s) of conveying party(ies) attached?

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Agent

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, Association

- General Partnership, Limited Partnership, Corporation State: Delaware

If assignee is not domiciled in the United States, a designation is attached?

Additional name(s) & address(es) attached?

3. Nature of conveyance:

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

Execution Date: October 28, 1999

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

See Attached Schedule 1

Additional numbers attached?

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

Name: Federal Reserve Corp.

Internal Address:

11/29/1999 JSHABAZZ 00000076 7571549E

01 FC:481

40.00 OP

Street Address: 4000 Seventh St NW Suite 101

City: Washington Stat DC ZIP: 20004

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)

DO NOT USE THIS SPACE

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.

Nancy A. Butler Name of Person

Signature

11/19/99 Date

Total number of pages including cover sheet, attachments

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

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

NONE.

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>DATE</u>
FRONTLINE GROUP™	75/715,492	06/23/99

TRADEMARK LICENSES

NONE.

TRADEMARK SECURITY AGREEMENT

WHEREAS, FRONTLINE GROUP OPERATING COMPANY, INC., a Delaware corporation ("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, Grantor has entered into a Credit Agreement dated as of October 28, 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 ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 28, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the 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), including Trademark registrations and 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 Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders 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, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, 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.

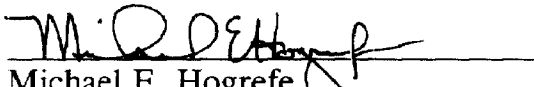
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby 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.

- Balance of Page Intentionally Left Blank -
[Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 28th day of October, 1999.

Acknowledged:

**FRONTLINE GROUP OPERATING
COMPANY, INC.**, a Delaware corporation

By: 
Michael E. Hogrefe
Its: Executive Vice President, Chief
Financial Officer and Secretary

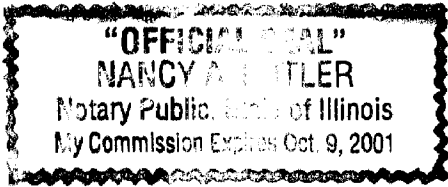
HELLER FINANCIAL, INC., a Delaware
corporation

By: 
Tamara Roehm
Its: Assistant Vice President

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On the 28th day of October, 1999 before me personally appeared Tamara Roehm, 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 Tamara Roehm of HELLER FINANCIAL, INC., who being by me duly sworn, did depose and say that she is Assistant Vice President of HELLER FINANCIAL, INC., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that she acknowledged said instrument to be the free act and deed of said corporation.



{Seal}

Nancy A. Butler

Notary Public

My commission expires:

10/09/01

ACKNOWLEDGMENT

STATE OF Tennessee)
COUNTY OF Davidson) ss.

On the 28th day of October, 1999 before me personally appeared Michael E. Hogebe 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 VP, CFO and Sec'y of Frontline Group Operating Company, Inc who being by me duly sworn, did depose and say that he is VP, CFO and Sec'y of Frontline Group Operating Company, Inc the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Jana L. Morgan
Notary Public

{Seal}

My commission expires:

November 3, 2003

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

NONE.

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>DATE</u>
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TRADEMARK LICENSES

NONE.