

12-06-1999

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TRADEMARKS ONLY

Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF
COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Sunrock Capital Corp.
1835 Market Street, Suite 306
Philadelphia, PA 19103

 Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation State of Delaware
 Other

2. Name and address of receiving party(ies):

Name: Jackson National Life Insurance Company
Internal Address: c/o PPM Finance Co., Inc.
Street Address: 225 W. Wacker Drive, Suite 1200
City: Chicago State: IL ZIP: 60606

 Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation State of Michigan
 Other

Additional name(s) of conveying parties attached? Yes No

Additional name(s) & address(es) attached? Yes No

3 Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other _____

Execution Date: October 21, 1999

If assignee is not domiciled in the United States, a domestic representative Designation is attached: Yes No
(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

Reg. No. 2,242,584

Additional numbers attached? Yes No

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

Name: David A. Einhorn, Esq.

Internal Address: Anderson Kill & Olick, P.C.

Street Address: 1251 Avenue of the Americas

City New York State NY ZIP: 10020

6. Total number of applications and registrations involved 1

7 Total fee (37 CFR 3.41): \$ 40.00

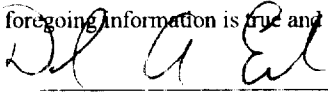
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

01-1944
(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

David A. Einhorn, Esq.  11/16/99
Name of Person Signing Signature Date

12/06/1999 DNGUYEN 00000040 011944 2242584

01 FC:481 40.00 CH

NY DOCS1-449515.1

TRADEMARK
REEL: 001995 FRAME: 0903

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment") dated October 21, 1999, is by and between SUNROCK CAPITAL CORP., a Delaware corporation ("Assignor"), and JACKSON NATIONAL LIFE INSURANCE COMPANY, a Michigan insurance company ("Assignee"). Terms used herein and not otherwise defined shall have the meanings given such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, Assignor desires to induce Assignee to extend certain financial accommodations to Assignor pursuant to that certain Loan and Security Agreement dated October 21, 1999 by and between Assignee and Assignor (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement") by the execution of this Assignment; and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement that Assignor shall have entered into this Assignment;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Licenses" shall mean the trademark license agreements of Assignor designated on Schedule I hereto, as any of the same may from time to time be amended or supplemented.

"Trademark Collateral" shall have the meaning assigned to it in Section 2 of this Assignment.

"Trademarks" shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Assignor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States and any State thereof, all whether now owned or hereafter acquired by Assignor excluding however, any intent to use applications.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Assignor hereby grants and conveys to Assignee a security interest in and to (a) the entire right, title and interest of Assignor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and

registrations and applications appurtenant thereto, hereafter acquired or filed by Assignor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and the goodwill of the business to which each of the Trademarks relates excluding however, any intent to use applications and (b) all of Assignor's right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all Receivables, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Assignor to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Trademark Collateral."

3. Representations and Warranties. Assignor covenants and warrants that as of the date of this Assignment:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) To the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons), except for the Licenses referred to in Schedule I attached hereto; and

(e) Assignor has used, and will continue to use for the duration of this Assignment, proper statutory notice, where appropriate, in connection with its use of the Trademarks, except where the failure to do so will not have a Material Adverse Effect.

4. New Trademarks. (a) If, before the Obligations shall have been paid in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 2 shall automatically apply thereto and Assignor shall give Assignee prompt written notice thereof.

(b) Assignor grants Assignee a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Assignment by amending Schedule A to

include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Assignment.

5. Covenants. Assignor covenants and agrees with Assignee that from and after the date of this Assignment and until the Obligations are fully satisfied:

(a) Maintenance of Trademarks. Assignor will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value (unless this result will not have a material adverse effect), and shall notify Assignee immediately if it knows of any reason or has reason to know of any ground under which this result may occur (unless this result will not have a material adverse effect). Assignor shall take appropriate action at its expense to halt the infringement of the Trademarks (unless, in its business judgment, such infringement is not likely to result in a Material Adverse Effect) and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule I.

(b) Limitation of Liens on Trademark Collateral. Assignor will not create, permit or suffer to exist, and will defend the Trademark Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to any portion of the Trademark Collateral which is then used in connection with its business (other than Permitted Liens), and will defend the right, title and interest of Assignee in and to any of Assignor's rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomever.

(c) Limitations on Modifications of Licenses. Assignor will not (i) amend, modify, terminate or waive any provision of any License in any manner which could reasonably be expected to materially adversely affect the value of such License or the Trademarks as Trademark Collateral, without the written consent of Assignee, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination), without the prior written consent of Assignee, or (iii) fail to deliver to Assignee a copy of each material demand, notice or document Sent or received by it relating in any way to any License or Trademark which would affect the value of such License or Trademark as Trademark Collateral.

(d) Notices. Assignor will advise Assignee promptly, in reasonable detail, (i) of any material lien or claim made or asserted against any of the Trademark Collateral, (ii) of any material change in the composition of the Trademark Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Trademark Collateral, taken as a whole, or on the security interests created hereunder.

(e) Limitation on Further Uses of Trademarks. Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademark Collateral, without prior written consent of Assignee except as may be otherwise permitted by the Loan Agreement.

6. Remedies, Rights Upon Event of Default. The security interest granted hereunder is granted in conjunction with the security interests granted to Assignee pursuant to the Loan Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

7. Termination. At such time as Borrowers shall completely pay in full all of the Obligations and the Loan Agreement is terminated, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all such releases, deeds, assignments and other instruments as may be necessary or proper return powers of attorney to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. Notices. Any notice to Assignee or Assignor under this Assignment shall be given in the manner and to the parties designated in the Loan Agreement.

9. No Waiver. No course of dealing between Assignor, Assignee or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Assignee or any Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Cumulative Remedies. All of Assignee's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. In the event that any provisions of the Loan Agreement conflict with provisions of this Assignment, the provisions of the Loan Agreement shall govern.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

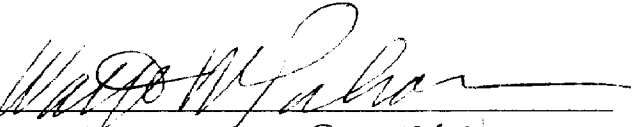
12. No Modification Except in Writing. This Assignment is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

13. Successors and Assigns. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. Governing Law. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of New York.


IN WITNESS WHEREOF, the parties hereto have executed this as of the day and year first above written.

SUNROCK CAPITAL CORP.

By: 
Name: WALTER EDHOLM
Title: President / CEO

JACKSON NATIONAL LIFE INSURANCE
COMPANY

By: PPM Finance, Inc., its Attorney-in-Fact

By: 
Name: MARTIN J. BATTAGLIA
Title: S.C. MANAGING DIRECTOR

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

Before me, the undersigned, on this 21st day of October, 1999, personally appeared WALTER EINIKORV, to me known personally, and who being by me duly sworn, deposes and says that he/~~she~~ is the PRESIDENT/CEO of Sunrock Capital Corp. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

Sonia D. Smalls
Notary Public

My commission expires:

SONIA D. SMALLS
Notary Public, State of New York
No. 4732966
Qualified in New York County
Certificate Filed in Bronx County
Commission Expires June 30, 2000

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

Before me, the undersigned, on this 21st day of October, 1999, personally appeared MARTIN S. BATTAGLIA, to me known personally, and who being by me duly sworn, deposes and says that he/~~she~~ is the SR. MANAGING DIRECTOR of Jackson National Life Insurance Company. and that he/she was authorized to sign his/her name thereto on behalf of said corporation.

Sonia D. Smalls
Notary Public

My commission expires:

SONIA D. SMALLS
Notary Public, State of New York
No. 4732966
Qualified in New York County
Certificate Filed in Bronx County
Commission Expires June 30, 2000

Schedule A

Registered Trademarks and Pending Applications

Registered Trademarks on the Principal Register

Sunrock Capital Corp.

Registration No. 2,242,584

Registered May 4, 1999