

12-09-1999

Form PTO-1594  
1-31-92

101217329

HEET

-Y

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Interstate Consolidation Service, Inc.

- ☐ Individuals ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State: California  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Interest ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: November 9, 1999

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

A. Trademark Application No.(s)

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

Name: Bankers Trust Company

Internal Address: One Bankers Trust Plaza

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation- New York  
☐ Other \_\_\_\_\_

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)

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

Trademark Registration No.(s)\

1,635,742

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White &amp; Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

## 6. Total number of applications and registration involved

1

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

- ☒ Enclosed  
☒ Authorized to be charged to deposit account, in case of deficiency

## 8. Deposit account number:

(23-1705 in case of deficiency)

(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.

Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST  
IN CERTAIN PATENTS AND TRADEMARKS

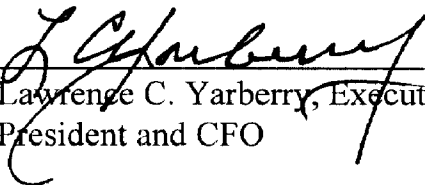
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Interstate Consolidation Service, Inc., a California Corporation ("the Assignor") with principal offices at 5800 East Shelia Street, Los Angeles, CA 90040, hereby assigns and grants to Bankers Trust Company, as Collateral Agent (the "Assignee") with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT, effective as of May 28, 1999, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 28, 1999 (as amended, amended and restated, modified and/or supplemented from time to time, the "Security Agreement").

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

9<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this Agreement as of  
the 9 day of November, 1999.

INTERSTATE CONSOLIDATION SERVICE,  
INC.  
as Assignor,

By:   
Lawrence C. Yarberry, Executive Vice  
President and CFO

BANKERS TRUST CORPORATION  
as Collateral Agent, as Assignee

By: \_\_\_\_\_  
Name:  
Title:

the 7<sup>th</sup> day of Nov, 1999. IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

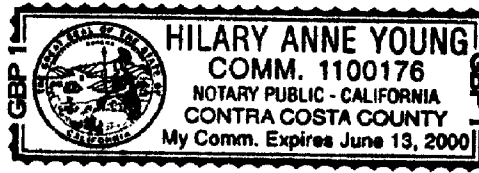
INTERSTATE CONSOLIDATION SERVICE,  
INC.  
as Assignor,

By: \_\_\_\_\_  
Name:  
Title:

BANKERS TRUST CORPORATION  
as Collateral Agent, as Assignee

By: Gina S Thompson  
Name: Gina S Thompson  
Title: Vice President

STATE OF CALIFORNIA     )  
  ) SS.:  
COUNTY OF Contra Costa

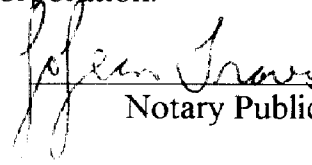


On this 9<sup>th</sup> day of November, 1999, before me personally came Lawrence C. Yarberry who, being by me duly sworn, did state as follows: that he is the Executive Vice President and CFO of Interstate Consolidation Service, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

*Hilary Anne Young*  
Notary Public

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

On this 16 day of Nov., 1999, before me personally came GINA S. THOMPSON  
who, being by me duly sworn, did state as follows: that [s]he is VICE PRESIDENT of BANKERS  
TRUST COMPANY, that [s]he is authorized to execute the foregoing Assignment on behalf of  
said corporation and that [s]he did so by authority of said corporation.

  
\_\_\_\_\_  
Notary Public

**JOJEAN TRAVIS**  
Notary Public, State of New York  
No. 01TR5013241  
Qualified in New York County  
Commission Expires July 15, 2001

SCHEDULE A - MARKS AND APPLICATIONS

MARK

REG. NO.

REG. DATE

Interstate Consolidation and Design

1,635,742

September 26, 1996