

12-15-1999



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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
11 17 99

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11 17 99

Name PSI Group, Inc.

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attached

Name The Provident Bank, as Administrative Agent

DBA/AKA/TA

Composed of

Address (line 1) One East Fourth Street

Address (line 2)

Address (line 3) Cincinnati

OH

45202

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization Ohio

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.)

12/14/1999 TTOM11 00000296 1901531
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FOR OFFICE USE ONLY

40.00 DP

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

TRADEMARK

REEL: 001998 FRAME: 0538

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)

1,981,531		

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.

Trisha Neal

Name of Person Signing

Trisha Neal

Signature

11-23-99

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, PSI Group, Inc., a Delaware corporation, with its chief executive office at 10011 J Street, Omaha, Nebraska 68127 ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Assignor, The Provident Bank, as Administrative Agent, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee"), US Bank National Association, as Documentation Agent (collectively, with Administrative Agent, "Agents"), and the banks and lending institutions set forth on Schedule 1 thereto, have entered into that certain Credit Agreement of even date herewith (the "Credit Agreement"), by which Assignee, for the benefit of Agents and Lenders, has acquired security interests in the Trademarks (as defined in the Credit Agreement), including the trademarks listed on Exhibit "A" attached hereto, and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee, for the benefit of Agents and Lenders, in all rights, titles and interests in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

(a) that Assignor is the sole and exclusive owner of the Trademarks and all rights comprised in the Trademarks and has the full authority to make this assignment;

(b) that the Trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all respects free and clear of any encumbrances;

(c) that the validity of the Trademarks has never been questioned;

(d) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and

(e) that the Trademarks and all rights comprised in the Trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 17 day of November, 1999.

PSI GROUP, INC.

By: 

Name: Robert F. Krohn

Title: Chairman and Chief Executive Officer

STATE OF Nebraska)
) SS:
COUNTY OF Douglas)

On this 15 day of November, 1999, before me personally appeared Robert F. Krohn, the Chairman and Chief Executive Officer of the corporation, who signed this instrument and acknowledged that he signed it as a free act on behalf of the corporation.

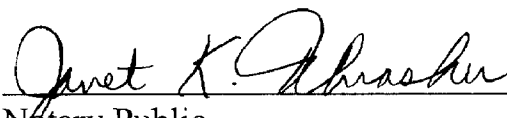

Notary Public



EXHIBIT "A"

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
PSI Group (stylized)	1,981,531	June 18, 1996