

FORM PTO-1618A  
Expires 08/2000  
OASIS 0811-0027

12-20-1999



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U.S. Department of Commerce  
Patent and Trademark Office  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) of 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  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
01 13 1999

Name The Galtney Group, Inc.

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name BankBoston N.A.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 100 Federal Street

Address (line 2) \_\_\_\_\_

Address (line 3) Boston

MA

02110

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other National Banking Association

Citizenship/State of Incorporation/Organization Massachusetts

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.)

12/20/1999 JSHAB:ZC 00001080 19297:3  
01 FC-481

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (8991-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 8991-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002000 FRAME: 0864

FORM PTO-1618B  
Patent Office  
OMB 0801-0077

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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1929703"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Heidi A. Schiller  December 8, 1999  
 Name of Person Signing Signature Date Signed

TRADEMARK  
REEL: 002000 FRAME: 0865

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("this Agreement") entered into as of January 13, 1999 by and among THE GALTNEY GROUP, INC., a Texas corporation, with its principal place of business at 820 Gessner, Suite 1000, Houston, Texas 77024 (together with its successors and assigns, the "Grantor"), and BANKBOSTON, N.A. a national banking association, with a business address of 100 Federal Street, Boston, Massachusetts 02110 (together with its successors and assigns "Grantee").

### RECITALS

A. Grantor owns the service marks, trademark and trademark registrations listed on Schedule 1 annexed hereto.

B. Grantor and Grantee are parties to a Credit Agreement and a Pledge and Security Agreement - All Assets, both of even date herewith (such agreements, as each may be amended, supplemented or otherwise modified and in effect from time to time in accordance with their terms, being collectively referred to herein as the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Grantee under and as defined in the Credit Agreement. Capitalized terms used herein without definition have the meanings ascribed to them in the Credit Agreement (that is, in either the Credit Agreement or the Pledge and Security Agreement - All Assets).

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a security interest in all of the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired service marks, trademarks, trademark registrations, trademark applications and trademark licenses, and all products and proceeds thereof, to secure Grantor's performance and discharge of the Obligations. The Credit Agreement requires, as a condition to the Grantee's obligations to extend credit thereunder, the execution and delivery of this Agreement in order to further secure Grantor's performance and discharge of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Grant of Security Interest. In order to secure the due and punctual payment and performance of each and all of the Obligations, Grantor does hereby grant, transfer, convey and assign 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:

**TRADEMARK  
REEL: 002000 FRAME: 0866**

a. each trademark (which term shall include service marks) and trademark registration, including, without limitation, each trademark and trademark registration referred to in Schedule 1 annexed hereto the ("Trademarks"), together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration;

b. 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 registration referred to in Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any trademark or trademark registration; and

c. all Accounts, Inventory, Equipment, Intellectual Property, Proceeds, general intangibles and other Collateral related to the foregoing.

2. Representations, Warranties and Agreements. Grantor represents and warrants that:

a. the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

b. no written claim (and, to the best of Grantor's knowledge, no oral claim) has been made that the use of any of the Trademarks does or may violate the rights of any third person;

c. Grantor 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 pledges, assignments, licenses, registered user agreements, covenants by assignor not to sue third person and any other Liens or Encumbrances;

d. Grantor has the unqualified right to enter into this Agreement and perform its terms; and

e. and all of Grantor's registered trademarks are listed on Schedule 1 annexed hereto.

3. Future Rights. So long as any Obligations remain outstanding or the Grantee has any obligation to make any Loans, if at any time Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations or application, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, then the provisions of this Agreement shall automatically apply thereto and Grantor shall give to the Grantee prompt written notice thereof. Grantor hereby authorizes the Grantee, with prompt notice thereof to the Grantor, to modify this Agreement by

amending Schedule 1 to include any future patents, patent applications, trademarks, trademark applications, or trademark registration, which constitute Trademark Collateral under this Agreement.

4. No Inconsistent Agreement. So long as any Obligations remain outstanding or the Grantee has any obligation to make any Loans, Grantor shall not enter into any agreement (for example, a license agreement) that is inconsistent with Grantor's obligations under this Agreement; provided, however, that Grantor may grant licenses of the Trademarks and of any future Trademark Collateral for limited purposes in the course of Grantor's normal and ordinary business activities which do not, taken together with the value of the consideration received therefor, materially impair the value of the Trademark Collateral.

5. Right to Sue. Unless and until an Event of Default shall have occurred, Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect any Trademark Collateral.

6. Appointment. If an Event of Default shall have occurred, Grantor hereby authorizes and empowers the Grantee to make, constitute and appoint any officer or agent of the Grantee as the Grantee may select, in its discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instrument necessary for the Grantee to use the Trademark Collateral, or necessary for the Grantee to assign, pledge, convey, or otherwise transfer title in or dispose of all or part of the Trademark Collateral to anyone else. Such power of attorney shall be coupled with an interest and irrevocable for the life of this Agreement.

7. Cumulative Rights and Remedies. The security interest under this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Credit Agreement and is subject to the provisions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral are and shall be, to the full extent permitted by law, as set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All of the Grantee's rights and remedies with respect to the Trademark Collateral, whether established hereunder or by the Credit Agreement or by any other Loan Documents or by law or in equity shall be cumulative and may be exercised singularly or concurrently.

8. Express Incorporation of Miscellaneous Provisions From Pledge and Security Agreement - All Assets. In addition to the foregoing general incorporation by reference of all applicable provisions of the Credit Agreement and the other Loan Documents, Grantor hereby expressly incorporates each and all of the provisions of Sections 11-18 of the Pledge and Security Agreement - All Assets, but made applicable to this Agreement by substituting the word "Grantor" for "Borrower", "Grantee" for "Secured Party", and "this Agreement" for "this Security Agreement."

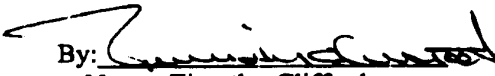
[Signature Page - Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized signatory as a sealed instrument as of the date and year first set forth above.

THE GALTNEY GROUP, INC.

By:   
Name: \_\_\_\_\_  
Title:  
Hereunto Duly Authorized

BANKBOSTON, N.A.

By:   
Name: Timothy Clifford  
Title: Director

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

Trademarks

GG and Design

US Reg. # 1,929,703  
Issued October 24, 1995

DS1 449045 1

**TRADEMARK**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Registrant: The Galtney Group, Inc.  
Mailing Date: December 8, 1999

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, DC 20231

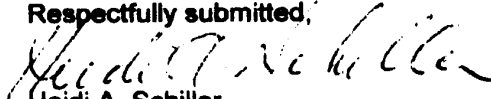
**TRANSMITTAL LETTER**

Enclosed are the following documents evidencing the grant of a security interest in U.S. Reg. No. 1,929,703 from the Registrant, The Galtney Group, Inc. to BankBoston, N.A., a national banking association;

1. Trademark Security Agreement dated January 13, 1999;
2. Recordation form cover sheets;
3. A check for \$40.00; and
4. A return postcard.

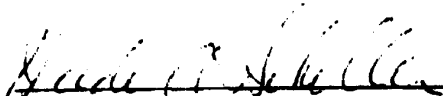
If any additional fees are required to be paid or if any overpayment has been made, please charge same to Deposit Account No.03-1721. A duplicate copy of this sheet is enclosed.

Respectfully submitted,



Heidi A. Schiller  
Choate Hall & Stewart  
Exchange Place  
53 State Street  
Boston, MA 02109  
Tel: 617-248-2127  
Fax: 617-248-4000

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patent and Trademarks, Box Assignments, Washington, D.C. 20231 on December 8, 1999.



**RECORDED: 12/13/1999**

**TRADEMARK  
REEL: 002000 FRAME: 0871**