

02-11-2000

SHEET
LY

U. S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

101266381

attached original documents or copy thereof.

1. Name of conveying party(ies):

Distribution Resources Company

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State: Colorado
☐ 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: October 26, 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:

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)\

1,759,597

1,789,153

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 & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): \$ 65.00

- ☒ 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.

02/10/2000 TRNG1 0000241 1759597
40.00 10P
25.00 10P
01 FC:401
02 FC:402

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DISTRIBUTION RESOURCES COMPANY, a Colorado corporation (the "Assignor") with principal offices at 5340 S. Quebec Street, #300N, Englewood, Colorado, hereby assigns and grants to BANKERS TRUST COMPANY, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending 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) and products 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 OF SECURITY INTEREST 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 the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of October 26, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest 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 of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

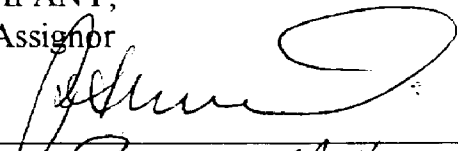
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 26th day of October, 1999.

DISTRIBUTION RESOURCES
COMPANY,
as Assignor

By

Name:

Title:

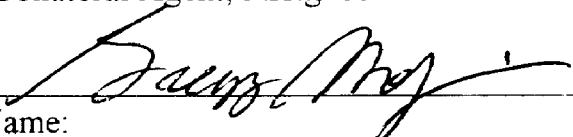

Richard Millett
Vice president

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By

Name:

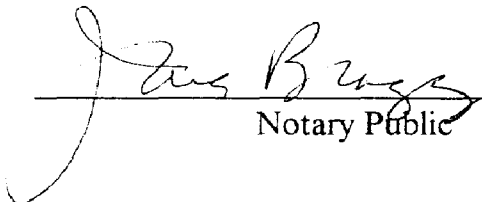
Title:


GREGORY SHEFRIN
PRINCIPAL

67

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

On this 26th day of October, 1999, before me personally came
Greg Shein. who, being by me duly sworn, did state as follows: that [s]he
is _____ of BANKERS TRUST COMPANY, that [s]he is authorized to execute
the foregoing Assignment of Security Interest on behalf of said company and that [s]he did so by
authority of the Board of Directors of said company.

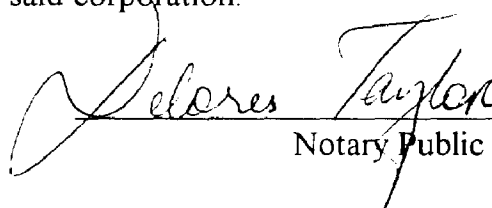


Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 61886005423
Qualified in New York County
Commission Expires April 1, 2001

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

On this 28th day of October, 1999, before me personally came
Richard Millett who, being by me duly sworn, did state as follows: that [s]he is
Vice President of DISTRIBUTION RESOURCES COMPANY, that [s]he is authorized to
execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he
did so by authority of the Board of Directors of said corporation.



Notary Public

DELORES TAYLOR
Notary Public, State of New York
No. 01TA6010553
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires July 20, 2000

LIST OF MARKS

Mark	Registration (Application) Number	Registration (Application) Date
D + R	1,759,597	March 23, 1993
DISTRIBUTION RESOURCES	1,789,153	August 24, 1993