

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-11-2000



101314082

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

**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

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

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

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

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

04/10/2000 DNGUYEN 00000497 75478637

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
575.00 OP

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. 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: 002047 FRAME: 0075

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name	<input type="text"/>
Address (line 1)	<input type="text"/>
Address (line 2)	<input type="text"/>
Address (line 3)	<input type="text"/>
Address (line 4)	<input type="text"/>

Correspondent Name and Address

Area Code and Telephone Number

Name	<input type="text" value="Mr. Donald J. Fitzpatrick"/>
Address (line 1)	<input type="text" value="Greensfelder, Hemker & Gale, P.C."/>
Address (line 2)	<input type="text" value="10 South Broadway"/>
Address (line 3)	<input type="text" value="St. Louis, MO 63102-1774"/>
Address (line 4)	<input type="text"/>

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" value="75/478,637"/>	<input type="text" value="75/478,638"/>	<input type="text" value="75/612,680"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,348,486"/>	<input type="text" value="1,457,706"/>	<input type="text" value="1,463,830"/>
<input type="text" value="1,465,780"/>	<input type="text" value="1,473,438"/>	<input type="text" value="1,614,183"/>
<input type="text" value="1,623,976"/>	<input type="text" value="1,643,850"/>	<input type="text" value="1,646,233"/>

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:

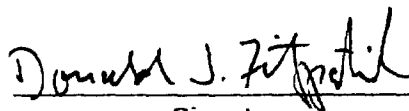
Yes ☒

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.

Donald J. Fitzpatrick



3-21-2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

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 the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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)

1,647,022	1,651,735	1,651,736
1,657,595	1,693,487	1,700,779
1,708,586	1,718,629	1,938,992
1,946,030	2,124,198	2,225,130

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made effective as of February 1, 2000 by and between EXPRESS FRANCHISE SERVICES, L.P. ("Grantor"), a Texas limited partnership, with its principal place of business located at 6300 Northwest Expressway, Oklahoma City, Oklahoma 73132 and BANK OF OKLAHOMA, N.A. AS COLLATERAL AGENT (the "Bank"), a national banking association with an office located at 201 Robert S. Kerr, P.O. Box 24128, Oklahoma City, OK 73124.

PRELIMINARY STATEMENT. Grantor has executed and delivered to the Bank a Loan Agreement dated as of March 31, 1999 (as further amended from time to time, the "Loan Agreement") which provides that the Bank shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Grantor in such amounts and in the manner provided for in the Loan Agreement. In order to induce the Bank to execute and deliver the Loan Agreement and extend the loans provided for therein, Grantor has agreed to grant to the Bank a security interest in, and collaterally assign to the Bank, certain trademark rights.

This Agreement refers specifically to the Loan Agreement and a Security Agreement dated as of March 31, 1999, under which the Bank has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to services sold under the Trademarks, as defined hereinafter. The Loan Agreement and Security Agreement provide that the Bank shall have the right to foreclose on the Trademark Collateral, as defined hereinafter, and the Other Assets upon the occurrence of an Event of Default, as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Bank as follows:

1. Grant of Security Interest; Collateral Assignment

(a) To secure the complete and timely satisfaction of all obligations of Grantor to the Bank under and provided for in the Loan Agreement (the "Obligations"), Grantor hereby grants to the Bank a continuing security interest in all of its right, title and interest in and to the United States trademark(s), trade name(s) and service mark(s) listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Trademarks"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademark Rights"), and the goodwill of the business to which the Trademarks relate (the "Associated Goodwill") (the Trademarks, the Trademark Rights, and the Associated Goodwill are collectively called the "Trademark Collateral").

(b) In addition to the grant of security interest provided in paragraph 1(a), Grantor hereby agrees to assign and convey to the Bank all of its right, title and interest in and to the Trademark Collateral upon an Event of Default; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default, as defined in the Loan Agreement.

2. Representations, Warranties and Covenants of Grantor

Grantor represents, covenants and warrants to the Bank that:

(a) The United States registrations on the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) It believes the United States Trademarks are valid and enforceable;

(c) Grantor represents that to the best of its knowledge, no claim has been made that the use of the Trademarks does or may violate the rights of any third person;

(d) Grantor, subject to the rights of the Bank granted herein, is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons;

(e) Grantor has the unqualified right to enter into this Agreement and to perform its terms;

(f) Grantor shall use for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademarks.

3. Inspection Right . Grantor hereby grants to the Bank and its employees, agents and designees the right to visit Grantor's offices and facilities which provide services offered under the Trademarks, and to inspect the services and quality control records relating thereto.

4. Further Assurances. Grantor agrees that, until all of the obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with, Grantor's obligations under this Agreement, without the Bank's prior written consent not to be unreasonably withheld. Grantor further agrees that at any time and from time to time, at the reasonable expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Bank may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable the Bank to exercise its rights and remedies hereunder.

5. Additional Trademarks. If, before the Obligations have been satisfied in full, Grantor shall obtain rights to any registrations of any new U.S. trademark(s), trade name(s) or service mark(s), or application(s) therefore, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give the Bank prompt written notice thereof.

6. Modification by the Bank. Grantor authorizes the Bank to modify this Agreement by amending Schedule A to include any future registrations of any U.S. trademark(s), trade name(s) or service mark(s), or future application(s) therefor, covered by paragraphs 1 and 5 hereof, without the signature of Grantor to the extent permitted by applicable law, but with prior written notice.

7. Grant of License to the Bank. Grantor hereby agrees to grant to the Bank a license to use the Trademarks in connection with the Collateral, as defined in the Loan Agreement, upon and after the foreclosure upon, sale or other transfer of all or any part of the collateral, as defined in the Loan Agreement, by or to the Bank pursuant to the Loan Agreement and/or this Agreement following an Event of Default as defined in the Loan Agreement. The Bank shall use its best efforts to insure that proper quality control provisions are exercised with respect to all goods and services covered by the trademarks listed on Schedule A. The license to be granted in this paragraph 7 may be transferred by the Bank, without Grantor's consent, to any successor of the Bank, any assignee of the Bank, and/or any purchaser or other transfer of any or all of the collateral, as defined in the Loan Agreement and to the extent provided in the Loan Agreement. This license may not be revoked until all of the Obligations have been satisfied in full.

8. Rights of Grantor. Unless and until there shall have occurred an Event of Default, as defined in the Loan Agreement, Grantor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademarks on and in connection with services offered by Grantor, for Grantor's own benefit and account and for none other. Grantor agrees not to sell or assign its interest in, or grant any license under the Trademarks or the other Trademark Collateral, other than the license to the Bank hereunder and franchise agreements with its franchisees without the prior written consent of the Bank, not to be unreasonably withheld.

9. Default. If any Event of Default, as defined in the Loan Agreement, shall have occurred, Grantor's ownership and right shall terminate forthwith, and the Bank shall have in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

10. Termination of Agreement. At such time as Grantor shall completely satisfy all of Obligations, this Agreement shall terminate and the Bank shall execute and deliver to Grantor, at Grantor's expense, and without recourse, representation or warranty, all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantor full title to

the Trademark Collateral, subject to any disposition thereof which may have been made by the Bank pursuant hereto.

11. Preservation of Trademark Rights. Grantor shall undertake all reasonable business activities which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any Trademarks without the prior written consent of the Bank not to be unreasonably withheld. Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks. Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including, without limitation, attorneys' fees, incurred by the Bank in the fulfillment of any provision of this paragraph 11.

12. Bank Appointed Attorney-in-Fact. Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact following an Event of Default as defined in the Loan Agreement, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to the Bank or anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Security Agreement.

13. Bank May Act. If Grantor fails to comply with any of its obligations hereunder and following an Event of Default as defined in the Loan Agreement, the Bank may do so in Grantor's name or in the Bank's name to the extent permitted by applicable law, but at Grantor's expense, and Grantor hereby agrees to reimburse the Bank in full for all expenses, including, without limitation, attorneys' fees, incurred by the Bank in protecting, defending or maintaining the Trademark Collateral or any part thereof.

14. No Waiver. No course of dealing between Grantor and the Bank, nor any failure to exercise, nor any delay in exercising on the part of the Bank, any right, power or privilege hereunder, under the Loan Agreement, or under applicable law 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 exercises of any other right, power or privilege.

15. Rights Cumulative. All of the Bank'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.

16. Severability. The provisions of this Agreement 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 Agreement in any jurisdiction.

17. Prior Agreement. This Agreement amends and restates in its entirety a Security Agreement and Assignment from Grantor to Bank dated March 31, 1999 (the "Prior Agreement"); provided, however, that nothing herein shall be construed to release or deemed released the security interest granted by Grantor to Bank in the Prior Agreement, it being the intent of Grantor and Bank that such security interest be continuing and uninterrupted.

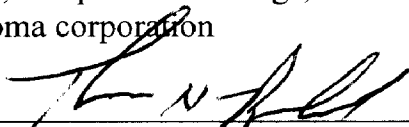
18. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

19. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Grantor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

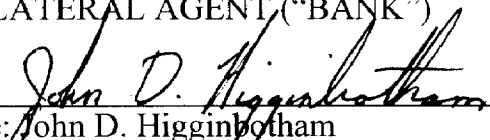
20. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Oklahoma.

Executed as of February 1, 2000.

EXPRESS FRANCHISE SERVICES, L.P.,
("GRANTOR")
a Texas limited partnership, by its General
Partner, Express Holdings, Inc. IV, an
Oklahoma corporation

By: 
Name: Thomas N. Richards
Title: Executive Vice President

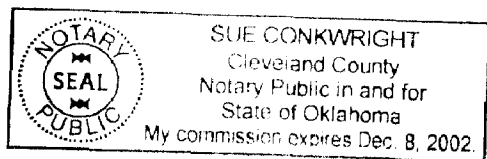
BANK OF OKLAHOMA, N.A. AS
COLLATERAL AGENT ("BANK")

By: 
Name: John D. Higginbotham
Title: Senior Vice President

THE STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

On this 1st day of February, 2000, personally appeared, Thomas N. Richards, to me known and to me to be a Exec Vice President of Express Franchise Services, a Texas limited partnership ("Grantor"), and acknowledged that he executed the foregoing Trademark Collateral Assignment and Security Agreement on behalf of said Grantor and pursuant to authority duly received.

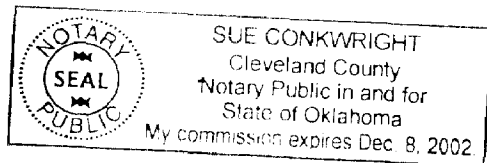


Sue Conkwright
Notary Public

THE STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

On this 1st day of February, 2000, personally appeared John W. Higgenbotham, to me known and to me to be a As. Vice President of the Bank of Oklahoma, N.A. ("Bank"), and acknowledged that he executed the foregoing Trademark Collateral Assignment and Security Agreement on behalf of said Bank and pursuant to authority duly received.



Sue Conkwright
Notary Public

SCHEDULE A
REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>
EXPRESS & Design	1,348,486	07/09/85
SEARCH EXPRESS	1,457,706	09/15/87
ROBERT WILLIAM JAMES & ASSOCIATES	1,463,830	11/03/87
EXPRESS PERSONNEL SERVICE & Design	1,465,780	11/17/87
EXPRESS TEMPORARY SERVICES & Design	1,473,438	01/19/88
Design Only	1,614,183	09/18/90
EXPRESS HEALTH SERVICE	1,623,976	11/20/90
RECEPTIONIST EXPRESS	1,643,850	05/07/91
EXPRESS SERVICES TEMPORARY & PERMANENT		
PERSONNEL & Design	1,646,233	05/28/91
EXPRESS	1,647,022	06/04/91
EXPRESS & Design	1,651,735	07/23/91
EXPRESS TRAVEL SERVICE & Design	1,651,736	07/23/91
THE PERSONNEL TOUCH	1,657,595	09/17/91
NURSES EXPRESS	1,693,487	06/09/92
EXPRESS & Design	1,700,779	07/14/92
EXPRESS PERSONNEL SERVICE & Design	1,708,586	08/18/92
EXPRESS TEMPORARY SERVICE & Design	1,718,629	09/22/92
AMERICA'S EMPLOYER	1,938,992	11/28/95
EXPRESS STAFFING SERVICES	1,946,030	01/02/96
EXPRESS HUMAN RESOURCES & Design	2,124,198	12/23/97
EXPRESS MANAGEMENT SERVICES & Design	2,225,130	02/23/99

PENDING TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Appln. No.</u>	<u>Filing Date</u>
PROVIDING SOLUTIONS FOR A SIMPLER	75/478,637	05/04/98
TOMORROW		
WORLD'S EMPLOYER	75/478,638	05/04/98
EXPRESS TRAK	75/612,680	12/28/98