

nuw 3/17/00

FORM PTO-1594
(Rev. 6-93)

RE

04-12-2000

3 SHEET

U.S. DEPARTMENT OF
Patent and Trademark

OMB No. 0651-0011 (exp. 4/9)



Y

Tab settings

101317902

To the Honorable Commissioner of Pa

record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Frontline Pace, Inc.

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Agent

Internal Address: _____

Street Address : 500 West Monroe

City: Chicago State: IL Zip: 60661

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State DE

Other _____
Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: December 31, 1999

4. Application number(s) or trademark

A. Trademark Application No.(s)
75/716,803

B. Trademark Registration
-NONE-

Additional numbers attached? No

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

Name: _____

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW

Street Address: **SUITE 101**
WASHINGTON DC 20004

City: _____ Stat _____ ZIP _____

6. Total number of applications and registrations

1

7. Total fee (37 CFR) \$ 40.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

04/12/2000 DNGUYEN 00000010 75/716803

01 FC:481

40.00 OP

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 of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

3/14/00
Date

Total number of pages including cover sheet, attachments, and

7

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

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of this 31st day of December, 1999, by and among the grantor listed on the signature page hereto and such persons who hereafter become parties to this Agreement (each a "Grantor" and collectively, "Grantors") and Heller Financial, Inc., a Delaware corporation, as agent ("Agent") for the benefit of all Lenders.

RECITALS:

WHEREAS, Each Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed opposite such Grantor's name on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, FRONTLINE GROUP OPERATING COMPANY, INC. a Delaware corporation ("Borrower") has entered into a Credit Agreement dated as of October 28, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and

WHEREAS, Borrower is the legal and beneficial owner of all of the issued and outstanding capital stock of each Grantor; and

WHEREAS, each Grantor acknowledges that, as a wholly owned subsidiary of Borrower, it will receive substantial direct and indirect benefits by reason of the making of loans to Borrower as provided in the Credit Agreement; and

WHEREAS, the Grantors have each agreed to guarantee the punctual payment and performance when due of the Obligations pursuant to that certain Subsidiary Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"); and

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement dated as of October 28, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between each Grantor and Agent (in such capacity, "Grantee"), each Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including Trademark registrations and Trademark applications, and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of such 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:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any 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 registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Balance of Page Intentionally Left Blank]
- Signature Page Follows -

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

Acknowledged:

FRONTLINE PACE, INC., a Delaware corporation

By: 
Michael E. Hogrefe
Title: Executive Vice President, Chief
Financial Officer and Secretary

HELLER FINANCIAL, INC., as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

Acknowledged:

FRONTLINE PACE, INC., a Delaware corporation

By: _____

Michael E. Hogrefe

Title: Executive Vice President, Chief Financial Officer and Secretary

HELLER FINANCIAL, INC., as Agent

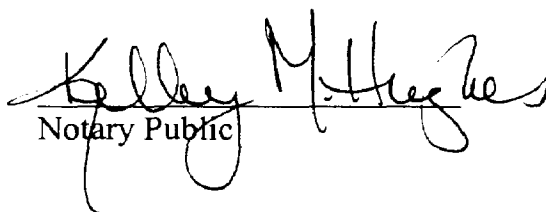
By: Jamara Roehm

Title: Asst. V.P.

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On the 31st day of December, 1999 before me personally appeared Michael E. Hogrefe, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Michael E. Hogrefe of Frontline Pace, Inc., who being by me duly sworn, did depose and say that (s)he is Chief Financial Officer and Secretary of, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal}

My commission expires:

in Davidson County, Tennessee
Expires January 2, 2000
