

07-14-2000

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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
03 22 00

Conveying Party

Mark if additional names of conveying parties attached

Name QPF, L.L.C. Execution Date
Month Day Year _____

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other limited liability corporation

Citizenship/State of Incorporation/Organization Mississippi

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Capital Corporation, as Administrative Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 Galleria Parkway

Address (line 2) Suite 800

Address (line 3) Atlanta GA 30339
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Rhode Island

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.)

07/13/2000 DNGUYEN 00000065 2130760

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 125.00 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: 002099 FRAME: 0643

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

(404) 888-4225

Name

Natalie Lewis

Address (line 1)

Hunton & Williams

Address (line 2)

600 Peachtree Street, N.E.

Address (line 3)

Suite 4100

Address (line 4)

Atlanta, Georgia 30308-2216

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

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)

<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"/>

Registration Number(s)

2,130,760	2,134,591	2,107,363
1,694,378	1,225,056	1,181,108
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

165.00

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.

Dana Kull, Esq.

5/12/00

Name of Person Signing

Signature

Date Signed

**SECURITY AGREEMENT
(Trademarks)**

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, QPF, L.L.C., a Mississippi limited liability company (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** (collectively, the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of March 22, 2000 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"; unless otherwise defined herein, capitalized terms are used herein as defined in the Loan Agreement), between the Assignor and certain of its Affiliates, the Lenders, the Documentation Agent, the Syndication Agent and Fleet Capital Corporation, as administrative agent for the Lenders (the "Administrative Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor;

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (a) Trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,
- (e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(f) all rights corresponding to any of the foregoing throughout the world.

WHEREAS, the Assignor is required under the Loan Agreement to grant to the Lender, a continuing security interest in, and a continuing lien on, the Trademark Collateral;

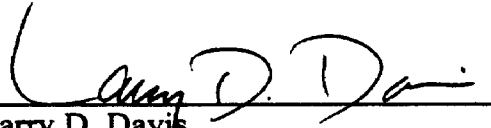
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of March 21st, 2000.

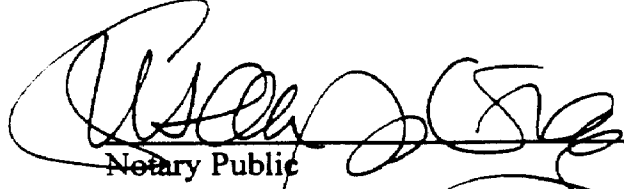
QPF, L.L.C., a Mississippi limited liability company
By: Hood Companies, Inc., its managing member

[Corporate Seal]

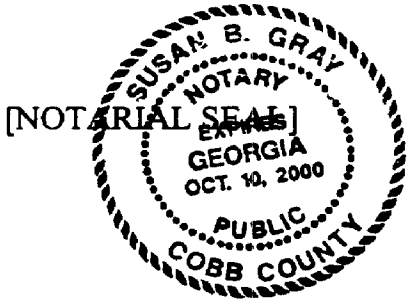
By: 
Larry D. Davis
Vice President

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21st day of March, 2000 before me personally came Larry D. Davis to me known, who, being by me duly sworn, did depose and say that he is Vice President of Hood Companies, Inc., a Mississippi corporation, managing member of QPF, L.L.C., a Mississippi limited liability company, that he signed the foregoing instrument on behalf of said entity by his authority duly given, and that he acknowledged said instrument in writing to be the act and deed of said entity.


Notary Public

My Commission Expires: 10/10/00



SCHEDULE A
(Trademarks)

[See Attached]

V. QPF, L.L.C.

A. U.S. Trademarks

	<u>Reg. No.</u>	<u>Issued</u>
QPET	2,130,760	01/20/98
OLAM	2,134,591	02/03/98
MIRAGE	2,107,363	10/21/97
RAP	1,694,378	06/16/92
NORMET	1,225,056	01/25/83
NORPROP	1,181,108	12/08/81

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