

09-21-2000

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



101464059

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

9-12-00

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
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
7-31-00

Conveying Party

Name March Acquisition, Inc.

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
7-31-00

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization Texas

Receiving Party

Name RCD Investments No. 4, Ltd.

Mark if additional names of receiving parties attached

DBA/AKA/TA _____

Composed of _____

Address (line 1) 204 S. Mesquite St.

Address (line 2) _____

Address (line 3) Arlington
City

TX
State/Country

76010
Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Texas

09/20/2000 NTHA11 00000003 75941650

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 175.00 DP

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

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" value="75941650"/>	<input type="text" value="75941062"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="2168868"/>	<input type="text" value="2235815"/>	<input type="text" value="1961957"/>
<input type="text" value="1477182"/>	<input type="text" value="1688162"/>	<input type="text" value="2233921"/>
<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.

SARA E. LANKFORD
Name of Person Signing


Signature

9-8-00
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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 the Assignment.)

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)

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 31, 2000 by and between NB Trademarks, Inc., a Delaware corporation ("Grantor"), and March Acquisition, Inc., a Texas corporation ("Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark/Service Mark License Agreement dated as of July 31, 2000 by and between Grantor and Secured Party (as the same may from time to time be amended, restated, modified or supplemented, (the "NonEcommerce License Agreement"), Grantor has granted to Secured Party an exclusive, royalty-free and perpetual worldwide license to utilize the Licensed Marks in the Territory in connection with the Licensed Uses, in accordance with the terms and conditions of the NonEcommerce License Agreement;

WHEREAS, pursuant to that certain Service Mark License Agreement dated as of July 31, 2000 by and between Grantor and NBobs.com USA LLC, a Delaware limited liability company ("NBobs") (without giving effect to any amendments thereto, the "Ecommerce License Agreement"), Grantor has granted to NBobs an exclusive and perpetual license to utilize the Licensed Marks in connection with the Licensed Services (as defined in the Ecommerce License Agreement);

WHEREAS, Secured Party has required Grantor to execute and deliver this Agreement to secure, in accordance with the terms more particularly set forth herein, the Granted Rights against any repudiation, rejection, or termination (other than a termination by Grantor in accordance with Article 7 of the NonEcommerce License Agreement) and all losses and damages arising from any such repudiation, rejection, or termination; and

WHEREAS, Secured Party, NBobs, and Grantor are parties to a certain Stockholders Agreement of even date herewith (as the same may from time to time be amended, restated, modified or supplemented, the "Stockholders Agreement").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Each of the capitalized terms used herein shall have the meaning ascribed to it in the NonEcommerce License Agreement unless otherwise defined herein. The following capitalized terms used herein shall have the following meanings:

“Event of Default” means a repudiation, rejection, or termination by operation of law or otherwise, by, on behalf of, or for the benefit of Grantor, of any of the Granted Rights for any reason other than a termination by Grantor in accordance with Article 7 of the NonEcommerce License Agreement.

“Granted Rights” means the “Granted Rights” under and as defined in the NonEcommerce License Agreement, which initially shall be the rights, licenses and privileges granted to Secured Party in the Licensed Marks under Article 2 of the NonEcommerce License Agreement.

“Licensed Marks” means the “Licensed Marks” under and as defined in the NonEcommerce License Agreement, which initially shall be the marks described on Exhibit A hereto.

“Licensed Uses” means the “Licensed Uses” under and as defined in the Ecommerce License Agreement.

“Obligations” has the meaning ascribed to it in Section 2.

“Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal, or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

“Territory” means the “Territory” under and as defined in the NonEcommerce License Agreement.

“Trademarks” has the meaning ascribed to it in Section 2.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the Granted Rights against any repudiation, rejection, or termination thereof by operation of law or otherwise, by, on behalf of, or

for the benefit of Grantor, for any reason (other than a termination by Grantor in accordance with Article 7 of the NonEcommerce License Agreement) and to secure all losses, damages, penalties, actions, judgments, suits, claims, costs, expenses of Secured Party arising from any repudiation, rejection, or termination by operation of law or otherwise, by, on behalf of, or for the benefit of Grantor, of any of the Granted Rights for any reason (other than a termination by Grantor in accordance with Article 7 of the NonEcommerce License Agreement) (including, without limitation, all fees, costs and expenses (e.g. court costs and reasonable attorneys' fees, costs and expenses) paid or incurred by Secured Party in endeavoring to enforce the performance of the NonEcommerce License Agreement and taking any action with respect to the collateral secured hereby) (the "Obligations"), Grantor hereby grants to Secured Party a first priority security interest in the following property and interests in property of Grantor, now owned or existing and hereafter acquired or arising: the trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names listed on Exhibit A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, (e) all of Grantor's rights corresponding thereto throughout the world, and (f) and the general intangibles, books and records, documents of title, and products and proceeds pertaining thereto (all of the foregoing trademarks, registered trademarks and trademark registration applications, and service marks, registered service marks and service mark registration applications, together with the items described in clauses (a)-(f) in this Section 2, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Grantor represents and warrants to Secured Party that (a) the Trademarks listed on Exhibit A include all of the trademarks, registered trademarks, trademark registration applications, service marks, registered service marks and service registration mark applications now owned or used by Grantor, which are subject to the Ecommerce License Agreement and (b) no liens, claims or security interests in the Trademarks have been granted by Grantor to any person or entity other than Secured Party and NBobs. If Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications or domain names, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, domain names, domain name licenses or domain name license renewals, whether as licensee or licensor, or (iii) as a licensee, enter into any new trademark license agreement, service mark license agreement or domain name license agreement, which covers any of the Granted Rights of Secured Party under the NonEcommerce License Agreement, then the provisions of Section 2 above shall automatically apply thereto. Grantor hereby authorizes Secured Party to modify this Agreement

unilaterally (i) by amending Exhibit A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which cover any of the Granted Rights of Secured Party under the NonEcommerce License Agreement, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Exhibit A thereto such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

4. Continuation of Secured Party's Security Interest; Perfection. This Agreement shall create a continuing security interest in the Trademarks as security for the Obligations and shall terminate (i) if no Event of Default shall have occurred and be continuing, on the date of the termination of the NonEcommerce License Agreement in accordance with Article 7 thereof or (ii) if an Event of Default shall have occurred and be continuing, on the date Secured Party shall have completed the exercise of all of its rights and remedies and obligations under Section 6 of this Agreement. Grantor will execute and deliver to Secured Party such financing statements and amendments thereof and supplements thereto, and such other instruments as Secured Party may from time to time require (and will pay all costs of filing the same), and will take such other actions as Secured Party may request, in order to perfect, preserve, protect and maintain the security interests hereby granted. Secured Party may file one or more financing statements disclosing Secured Party's security interest under this Agreement without Grantor's signature appearing thereon if, promptly following Secured Party's request, Grantor has not executed and delivered to Secured Party any such financing statement. Grantor further agrees that a carbon, photographic, photostatic or other reproduction of this Trademark Security Agreement or of a financing statement is sufficient as a financing statement.

5. Negative Covenants for the Protection of Collateral.

(a) Except pursuant to this Agreement or as expressly permitted in the NonEcommerce License Agreement, the Stockholders Agreement, and the Ecommerce License Agreement, Grantor shall not encumber, pledge, mortgage, grant a security interest in, assign, sell, lease, license, or otherwise dispose of or transfer, whether by sale, merger, consolidation, liquidation, dissolution, contribution to the capital of a subsidiary or otherwise, any of the Trademarks or any of its other businesses or assets.

(a) Grantor shall not (i) dissolve, (ii) merge or consolidate with any Person or (iii) acquire the stock or substantially all of the assets of any Person.

(b) Grantor shall not make any loans, advances and/or extensions of credit to, or investments in, any Persons, including, without limitation, any of its affiliates, officers, directors or employees, except (i) for advances or loans to employees for relocation, education, travel or other customary expenses and (ii) for trade credit extended to account debtors in the ordinary course of business.

(c) Grantor shall not guaranty or otherwise become liable with respect to the obligations or liabilities of any Person.

(d) Grantor shall not incur any indebtedness other than trade payables incurred in the ordinary course of business and subject to the limitations thereon set forth in the Stockholders Agreement.

6. Power of Attorney; Remedies upon an Event of Default.

(a) Grantor hereby irrevocably designates, constitutes and appoints Secured Party (and all Persons designated by Secured Party in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Secured Party and any of Secured Party's designees, in Grantor's or Secured Party's name, to take any action and execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, from and after the occurrence of an Event of Default and the giving by Secured Party of notice to Grantor of Secured Party's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks as Secured Party deems in its own best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until termination of this Agreement. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the NonEcommerce License Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies 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 Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by Secured Party, during the continuance of such Event of Default, to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks to Secured Party or any transferee of Secured Party and to execute and deliver to Secured Party or any such transferee all such agreements, documents and instruments as may be necessary, in Secured Party's sole discretion, to effect such assignment, conveyance and transfer. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Secured Party may exercise any of the rights and remedies provided in this Agreement.

(e) Notwithstanding the exercise by Secured Party of any of the foregoing rights and remedies, Secured Party hereby acknowledges and agrees that if and to the extent pursuant to its rights and remedies hereunder it shall foreclose upon any right, title, or interest in the Trademarks which shall be in addition to the Granted Rights, then Secured Party shall (or shall cause its assignee in foreclosure to) convey all right, title and interest in the Trademarks back to Grantor or its designee (the "Designee Recipient"), except that if there shall be any such conveyance then Secured Party hereby expressly reserves and retains unto itself from such conveyance a new license to Secured Party in and a security interest in favor of Secured Party in the Trademarks on terms identical to those contained in the NonEcommerce License Agreement and this Agreement, it being understood that the effectiveness of such conveyance to Grantor or the Designee Recipient shall be subject to the effectiveness of such reserved and retained license and security interest. Upon the request of Secured Party and without any further cost or expense to the Secured Party, Grantor shall execute and deliver such agreements as shall be necessary to further evidence such new license and grant of security interest.

(f) If Grantor shall file a petition for bankruptcy or be subject to an involuntary bankruptcy petition or otherwise become a debtor under any chapter of Title 11, United States Code, then Grantor shall consent to any request or motion by Secured Party for relief from the automatic stay under 11 U.S.C. § 362.

7. Royalties. Grantor hereby agrees that the use by Secured Party of the Trademarks as authorized hereunder in connection with Secured Party's exercise of its rights and remedies under Section 6 or pursuant to the NonEcommerce License Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges to Grantor from Secured Party.

8. Collateral Assignment. Grantor hereby agrees that Secured Party may assign this Agreement as collateral for the benefit of any Lender Party pursuant to the Financing Documents.

9. Waivers. Secured Party's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Secured Party have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Secured Party unless such suspension or waiver is in writing signed by an officer of Secured Party and directed to Grantor specifying such suspension or waiver.

10. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

11. Modification. This Agreement cannot be altered, amended or modified in any way, except as expressly provided in Section 2 hereof or by a writing signed by the parties hereto.

12. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Secured Party and its nominees, successors and assigns; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Secured Party's prior written consent.

13. Governing Law. THIS AGREEMENT SHALL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED, IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF DELAWARE.

14. Consent to Jurisdiction; Counterclaims; Forum Non Conveniens.

(i) EACH OF SECURED PARTY AND GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY DELAWARE STATE COURT OR FEDERAL COURT SITTING IN WILIMINGTON, DELAWARE, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF SECURED PARTY AND GRANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. GRANTOR WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(ii) GRANTOR AGREES THAT SECURED PARTY SHALL HAVE THE RIGHT TO PROCEED AGAINST GRANTOR OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SECURED PARTY TO REALIZE ON THE COLLATERAL HEREUNDER OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SECURED PARTY.

GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY SECURED PARTY TO REALIZE ON THE COLLATERAL HEREUNDER OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SECURED PARTY MAY COMMENCE A PROCEEDING DESCRIBED IN THIS SECTION.

15. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the NoEcommerce License Agreement.


16. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Immediately Follows]


IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

NB TRADEMARKS, INC.

By: 
Chief Executive Officer

Accepted and agreed to as of the day and year first above written.

MARCH ACQUISITION, INC.

By: 
President

[Signature Page to Trademark Security Agreement]

ASSIGNMENT AND AGREEMENT

For value received, March Acquisition, Inc., a Texas corporation, hereby assigns to RCD Investments No. 4, Ltd. and Foothill Capital Corporation (as their respective interests appear under that certain Amended and Restated Inter-Creditor Agreement - Subordination and Standstill Agreement, dated as of July 31, 2000) all rights and interests arising under or in connection with the Trademark Security Agreement, dated as of July 31, 2000 by and between NB Trademarks, Inc. and March Acquisition, Inc.

MARCH ACQUISITION, INC.

By: *[Signature]*

Accepted and agreed:

NB TRADEMARKS, INC.

By: *[Signature]*
Chief Executive Officer

SCHEDULE A

United States Service Marks and Trademarks

MARK	REG. NO.	DATE
NEVADA BOB & FLAG DESIGN	2,168,868	6/30/98
NEVADA BOB & FLAG DESIGN	2,235,815	3/30/99
NEVADA BOB & RACKET DESIGN	1,961,957	3/12/96
NEVADA BOB'S	1,477,182	2/16/88
NEVADA BOB'S	1,688,162	5/19/92
NEVADA BOB'S	2,233,921	3/23/99
YOUR GAME. YOUR STORE	SN# 75/941,650	3/10/00
NEVADA BOB'S GOLF & DESIGN	SN# 75/941,062	3/10/00

Foreign Service Marks and Trademarks

COUNTRY	MARK	APPLN./REG. NO.	DATE
Australia	NEVADA BOB & Design	A494557	11/27/90
	NEVADA BOB'S	A494556	11/2/90
	MISCELLANEOUS DESIGN	A463977	11/2/90
Brunei	NEVADA BOB & Racket Design	18529	9/23/91
	NEVADA BOB'S	19623	9/23/91
China	BOB'S	772100	11/21/94
	BOB'S	772706	11/28/94
	BOB'S	773378	12/7/94
	BOB'S	718027	11/28/94
	BOB'S	718017	11/28/94
	BOB'S	772099	11/21/94
	BOB'S	772707	11/28/94
	BOB'S	773377	12/7/94
	BOB'S	714402	11/7/94
	BOB'S	715475	11/14/97
	NEVADA BOB LOGO	705860	9/14/94
	NEVADA BOB LOGO	719289	12/7/94
	NEVADA BOB LOGO	703891	8/28/94
	NEVADA BOB & Design	774,615	12/28/94
	NEVADA BOB & Design	778,382	2/21/95
	NEVADA BOB & Design	778,570	2/28/95
	BOB'S (Script)	93045575	11/6/93
Indonesia	NEVADA BOB & Design	323732	1/6/96
	NEVADA BOB & Design	323117	1/5/96
	NEVADA BOB'S	322856	1/5/95

[U.S./foreign]

(PRI) 9. 8'00 11:51/ST. 11:51/NO. 4861920655 P 2

FROM LATHAM & WATKINS CHICAGO #1

	NEVADA BOB'S	322857	1/5/95
Japan	NEVADA BOB'S	2710000	9/29/95
	NEVADA BOB'S	3308829	5/23/97
	NEVADA BOB'S	3287310	4/25/97
	NEVADA BOB'S	3229641	11/29/96
	NEVADA BOB'S	2712485	2/29/96
	NEVADA BOB & DESIGN	3258493	2/24/87
	NEVADA BOB & DESIGN	3287309	4/25/97
	NEVADA BOB	1600515	7/28/83
	MISCELLANEOUS DESIGN	3191597	8/30/96
	MISCELLANEOUS DESIGN	1654666	1/26/84
	MISCELLANEOUS DESIGN	1672186	3/22/84
	MISCELLANEOUS DESIGN	2335351	9/30/91
	MISCELLANEOUS DESIGN	2121812	3/27/89
	MISCELLANEOUS DESIGN	2162376	8/31/89
Malaysia	NEVADA BOB & Racket Design	91/05960	9/26/91
	NEVADA BOB'S	91/05959	9/26/91
Mexico	NEVADA BOB & Design	514,436	1/22/96
	NEVADA BOB'S	509,629	11/8/95
New Zealand	NEVADA BOB & Design	252703	8/21/95
	NEVADA BOB & Design	252704	8/21/95
	NEVADA BOB & Design	205301	10/8/90
	NEVADA BOB'S	205300	10/8/90
	NEVADA BOB'S	252701	8/21/95
	NEVADA BOB'S	252702	8/21/95
Philippines	NEVADA BOB & Design	Appl. 115372	11/7/96
	NEVADA BOB'S	Appl. 115369	11/7/96
	NEVADA BOB'S	Appl. 115370	11/7/96
	NEVADA BOB'S	Appl. 115371	11/7/96
Singapore	NEVADA BOB & Design	Appl. 13359/96	12/13/96
	NEVADA BOB & Design	Appl. 13360/96	12/13/96
	NEVADA BOB & Design	Appl. 13361/96	12/13/96
	NEVADA BOB & Design	Appl. 13362/96	12/13/96
	NEVADA BOB & Design	7243/89	11/4/89
	NEVADA BOB & Design	536/91	1/31/91
	NEVADA BOB'S	7242/89	11/4/89
	NEVADA BOB'S	Appl. 13363/96	12/13/96
	NEVADA BOB'S	Appl. 13364/96	12/13/96
	NEVADA BOB'S	Appl. 13365/96	12/13/96
	NEVADA BOB'S	Appl. 13366/96	12/13/96
South Africa	NEVADA BOB & Design	B95/04201	4/4/95
	NEVADA BOB'S	B95/04202	4/4/95
Taiwan	NEVADA BOB & Flag Design	Appl. 87041239	8/20/98

[U.S./foreign]

(PRI) 9, 8'00 11:52/ST. 11:51/NO. 4861920655 P 3

FROM LATHAM & WATKINS CHICAGO #1

416 367 6749 P.03/05

SEP-08-2000 13:34

TRADEMARK
REEL: 002142 FRAME: 0913

	NEVADA BOB & Racket Design	39189	10/1/89
	NEVADA BOB'S	39321	10/1/89
	NEVADA BOB'S	Appl. 87041238	8/20/98
Thailand	NEVADA BOB & Design	Appl. 376505	12/16/98
	NEVADA BOB & Design	Appl. 376506	12/16/98
	NEVADA BOB & Design	BOR9303	1/18/00
	NEVADA BOB'S	KOR87463	11/5/96
	NEVADA BOB'S	Appl. 321329	11/5/96
	NEVADA BOB'S	BOR6541	11/5/96

[U.S./foreign]

(FRI) 9. 8'00 11:52/ST. 11:51/NO. 4861920655 P 4

FROM LATHAM & WATKINS CHICAGO #1

SEP-08-2000 13:34

416 367 6749 P.04/05

RECORDED: 09/12/2000

TRADEMARK
REEL: 002142 FRAME: 0914