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Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Vantas Southern California, Inc.

☐ Individual ☐ Association
☐ General Partnership - ☐ Limited Partnership
☒ Corporation - State: California
☐ Other -

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: BNP Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York Zip Code: 10019

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation -
☒ Other - Collateral Agent

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other -

Execution Date: July 21, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

1,893,742

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: 1

7. Total fee (37 CFR 3.41): $ 40.00

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

23-1705

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

10/06/2000 AAWEDI 00000123 231705 1893742

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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

8/24/00
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.

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Vantas Southern California, Inc. (the "Grantor") with principal offices at 3780 Kilroy Airport Way, Long Beach, CA, 90806, hereby assigns and grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Grantor'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 Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto further and the Grantee, dated as of January 16, 1997, amended and restated as of November 6, 1998, amended and restated as of August 3, 1999, and further amended and restated as of May 31, 2000 (as so amended and restated and as same has been further amended, modified or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 21st day of July, 2000.

VANTAS SOUTHERN CALIFORNIA, INC.,
Grantor

By: _____
Name:
Title:

BNP PARIBAS, as Collateral Agent and
Grantee

By: _____
Name:
Title:

TRADEMARK
REEL: 002152 FRAME: 0427

21st day of July, 2000. IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

VANTAS SOUTHERN CALIFORNIA, INC.,
Grantor

By:_____
Name:
Title:

BNP PARIBAS, as Collateral Agent and
Grantee

By:_____
Name:
Title: Darryl M. Monasebian
Director
Merchant Bank

TRADEMARK
REEL: 002152 FRAME: 0428

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

On this 21st day of July, 2000, before me personally came Stephen M. Rathkopf who, being by me duly sworn, did state as follows: that he is Secretary of Vantas Southern California, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Michelle Barr
Notary Public

MICHELLE BARR
Notary Public, State of New York
No. 01BA5042457
Qualified in New York County
Commission Expires April 24, 2001

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 21st day of July, 2000, before me personally came Darryl M. Monasebian who, being by me duly sworn, did state as follows: that [s]he is Director of BNP Paribas, that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Joseph D. Catarina
Notary Public

JOSEPH CATARINA
NOTARY PUBLIC, State of New York
No. 31-4896080
Qualified in New York County
Commission Expires June 1, ~~19~~ 2001

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SCHEDULE A

Trademark	Registration Number	Registration Date
"CEO The Walls Group"	1,893,742	05/09/95

new york 611138 v1 [D3k201!.doc]