



To the Honorable Commissioner of

101496757

attached original documents or copy thereof.

1. Name of conveying party(ies):

City Year, Inc.

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State Massachusetts (non-profit)
- Other

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: August 16, 2000

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

Name: Fleet National Bank

Internal Address:

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No(s)

- 1.) 75-702,475 (5/11/99)
- 2.) 75-256,140 (3/12/97)

B. Trademark Registration No.(s)

See Schedule A attached

Additional numbers attached? Yes No

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

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

12

7. Total fee (37 CFR 3.41)..... \$315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

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

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 copy of the original document.

Judy Radoccia
Name of Person Signing

Signature

October 3, 2000
Date

Total number of pages including cover sheet, attachments, and document 8

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

U:ACJJAFORMS1594.F

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with United States Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
PUTTING IDEALISM TO WORK	2,208,117/Dec. 8, 1998	Organizing and conducting volunteer programs in a variety of public, community, social and youth services
LEADERSHIP COMPASS	2,204,963/Nov. 24, 1998	Educational services, namely, organizing and conducting workshops and seminars in the field of diversity training, team building, and leadership development
CARE FORCE	2,197,250/Oct. 20, 1998	Organizing and conducting workshops and seminars in the field of diversity training, team building, leadership development, and community service
CITY YEAR	1,749,039/Jan. 26, 1993	Organizing and conducting volunteer programs in a variety of public, community, social and youth services
CITY YEAR (and design)	1,750,618/Feb. 2, 1993	Organizing and conducting volunteer programs in a variety of public, community, social and youth services

SERVE-A-THON	1,758,717/March 16, 1993	Organizing and operating charitable fund raising events
CITY YEAR GEAR (and design)	2,043,838/March 11, 1997	Clothing, namely, t-shirts and caps
CITY YEAR GEAR	2,046,132/March 18, 1997	Clothing, namely, t-shirts and caps
CITY YEAR	2,042,103/March 4, 1997	Clothing, namely, t-shirts, shorts, sweatshirts, boxer shorts, and caps
CITY YEAR (and design)	2,043,797/March 11, 1997	Clothing, namely, t-shirts, shorts, sweatshirts, boxer shorts, and caps

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, CITY YEAR, INC., a Massachusetts not-for-profit corporation, with a principal place of business at 285 Columbus Avenue, Boston, MA 02116 (the "Company"), and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into a Security Agreement (All Assets) dated as of June 30, 2000 (the "Security Agreement") and are also parties to a related Loan Agreement (the "Loan Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The

Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

CITY YEAR, INC.

FLEET NATIONAL BANK

By: [Signature]
Name: Kevin E. Broughton
Title: CFO

By: [Signature]
Its VICE PRESIDENT

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss.

Then personally appeared before me the above-named Kevin E. Broughton the CFO of City Year, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Trustees and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 16th day of August, 2000.

[Signature]
Notary Public
My commission expires: 6-15-01

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Marks with Pending United States Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
YOUNG HEROES	75-702,475/May 11, 1999	Organizing and conducting volunteer programs for children and young adults in a variety of public, community, and social services; and organizing and conducting leadership development programs for children and young adults in a variety of public, community, and social services
CITIZEN CHIP	75-256,140/March 12, 1997	Snack food, namely, potato chips