

MED 10-10-00



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To the Honorable Commissioner of Patents and Tr.

101519675

all documents or copy thereof.

1. Name of conveying party(ies):

Pinkerton Acquisition Corp.

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: September 27, 2000

2. Name and address of receiving party(ies)

Name: Banc of America Commercial Finance Corporation, as Agent
Internal Address: _____

Street Address: 187 Danbury Road

City: Wilton State: CT ZIP: 06897

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/907097

2,284,488

75/907018

Additional numbers attached? Yes No

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

Name: Kristien Kelly

Internal Address: Davis Polk & Wardwell

Street Address: 450 Lexington Ave.

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

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.

Kristien Kelly
Name of Person Signing

Kristien Kelly
Signature

10/4/00
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Pinkerton Acquisition Corp. a Pennsylvania corporation (herein referred to as "**Grantor**"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, Pinkerton Acquisition Corp., PCCI Holdings, Inc., the Lenders referred to therein and Banc of America Commercial Finance Corporation, as Agent, are parties to a Credit Agreement dated as of September 27, 2000 (as the same may be amended and in effect from time to time among said parties and such lenders (the "**Lenders**") as may from time to time be parties thereto, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 27, 2000 (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**") among Pinkerton Acquisition Corp., the Subsidiary Grantors parties thereto and Banc of America Commercial Finance Corporation, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations, a continuing security interest in all of 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 arising or acquired:

- (i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the

business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm 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.

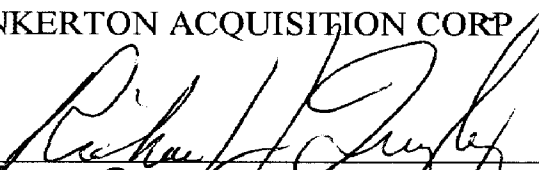
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27th day of September 2000

PINKERTON ACQUISITION CORP

By:

Name:

Title:


Richard J. Quigley
Chief operating officer

PROVIDENT COMPUTER
CONSULTANTS, INC.

By:

Name:

Title:


Richard J. Quigley
Chief operating officer

Acknowledged:

BANC OF AMERICA COMMERCIAL
FINANCE CORPORATION, as Agent

By: Steven W. Rempsey
Name: Steven W. Rempsey
Title: Vice President

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

On the 27th day of September, 2000 before me personally came Richard J. Quigley, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Chief Operating of Provident Computer Consultants, Inc., who being by me duly sworn, did depose and say that he resides at _____; that he is C.O.O. of Provident Computer Consultants, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Robin Rock
Notary Public

Notary Public, State of New York

ROBIN ROCK
Notary Public, State of New York
No. 01RO5044305
Qualified in Westchester County
Commission Expires May 30, 2001

My commission expires:
May 30, 2001

**Schedule 1 to
Trademark Security Agreement**

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
Pinkerton Computer Consultants	2,284,488	10/12/99
Finds	75/907018	2/1/00
E.Now!	75/907097	2/1/00

TRADEMARK APPLICATIONS

Mark Date Filed Serial No.
None.

TRADEMARK LICENSES

Agreement Parties Date of Agreement Subject Matter

As Licensee
None.

As Licensor
None.

(NY) 09170/103/SA/trademark.sa.wpd