

11-28-2000

11-27-00



101529224

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
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11202000

Name

Formerly

75569141

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/28/2000 DNGUYEN 00000035 75569141

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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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: 002182 FRAME: 0140

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)

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

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)

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.

Kristi Schultz

11/21/2000

Name of Person Signing

Signature

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)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage") made as of this 20th day of November, 2000, by CLP HOLDINGS CORP., a Nevada corporation, having an office at 200 South Virginia Street, Suite 600, Reno Nevada 89501 ("Mortgagor") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, with an office at One South Wacker Drive, Suite 1400, Chicago, Illinois 60606 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor's parent, CLP Resources, Inc., a Delaware corporation, ("Borrower") and Mortgagee are parties to a certain Loan and Security Agreement dated as of even date herewith, (as from time to time amended or otherwise modified, the "Loan Agreement"), and other Loan Documents of even date therewith (collectively with the Loan Agreement, and as each is from time to time amended or otherwise modified, the "Financing Agreements") which Loan Agreement provides, among other things, for Mortgagee to, from time to time, extend credit to or for the account of Borrower;

WHEREAS, Mortgagor has guaranteed Borrower's obligations under the Loan Agreement (the "Guaranty");

WHEREAS, to secure the performance by Mortgagor of its obligation under the Guaranty (the "Obligations"), Mortgagor desires to enter into this Mortgage.

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Trademarks. To secure the complete and timely payment and satisfaction of all of the Obligations, Mortgagor hereby grants to Mortgagee, and hereby reaffirms its prior grant pursuant to the Financing Documents of, a continuing security interest in all of its now existing and hereafter created or acquired:

(i) trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of

use or an amendment to alleged use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Exhibit A attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence of an Event of Default, Mortgagee, on behalf of itself and Lenders, shall have the power, to the extent permitted by law, to exercise the rights and remedies of a secured party provided under the Loan Agreement, including without limitation the right to sell the Trademarks.

3. Warranties, Representations and Covenants. Mortgagor warrants and represents to Mortgagee that:

(i) No Trademark has been adjudged invalid or unenforceable or, has been cancelled, in whole or in part;

(ii) Each Trademark is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shoprights and covenants by Mortgagor not to sue third parties;

(iv) Mortgagor has no notice of any suits or actions commenced or threatened with respect to any of the Trademarks;

(v) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms;

(vi) Mortgagor has no notice of any infringement or unauthorized use presently being made of any of the Trademarks which would reasonably be expected to materially adversely affect the fair market value of the Trademarks or the benefits to Mortgagee of this Mortgage, including, without limitation,

the priority or perfection of the security interest granted herein or the remedies of Mortgagee hereunder; and

(vii) Mortgagor has no notice of any suits or actions commenced or threatened with respect to any Trademark.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated (the "Loan Agreement Termination"), Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license under, any Trademark, or enter into any other agreement with respect to the Trademarks which is inconsistent with the Obligations under this Mortgage. Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Trademarks. Mortgagor represents and warrants that the Trademarks listed on Exhibit A, constitute all of the registered Trademarks now owned by Mortgagor. If, before the Loan Agreement Termination, Mortgagor shall (i) become aware of any existing Trademarks of which Mortgagor has not previously informed Mortgagee; (ii) obtain rights to any Trademarks, or (iii) become entitled to the benefit of any Trademarks, the provisions of this Mortgage above shall automatically apply thereto. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibit A, to include any such Trademarks. Mortgagee shall notify Mortgagor of all such modifications.

6. Royalties; Term. The term of the security interests/mortgages granted herein shall extend until the earlier of (i) the expiration of each of the Trademarks encumbered hereunder, and (ii) the Loan Agreement Termination. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Trademarks shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon the Loan Agreement Termination, Mortgagee shall take such actions as may be necessary or proper to terminate and release its security interest in the Trademarks created hereby and pursuant to the Financing Agreements, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

8. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or

preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne by and paid by Mortgagor on written demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then applicable rate as set forth in the Loan Agreement.

9. Duties of Mortgagor. Mortgagor shall have the duty, in each case as commercially reasonable, (i) to file and prosecute diligently any trademark or service mark applications pending as of the date hereof or thereafter until the Loan Agreement Termination, (ii) to make application on trademarks and service marks, as appropriate, (iii) to preserve and maintain all rights in the Trademarks and (iv) to ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 9 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a trademark or service mark application, or abandon any such Trademark without the written consent of Mortgagee which shall not be unreasonably withheld. If Mortgagor fails to comply with any of the foregoing duties, Mortgagee may perform said duties in Mortgagor's name, to the extent permitted by law. Mortgagor agrees (i) to use commercially reasonable efforts to maintain the quality of any and all services in connection with which the Trademarks are used, consistent with the quality of said services as of the date hereof, except to the extent that the failure to perform any of the following would not reasonably be expected to have a Material Adverse Effect, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment exercised in a commercially reasonable manner, may deem necessary to assure maintenance of the quality of services sold by Mortgagor under the Trademarks. Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses of Mortgagee, including reasonable attorney's fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 9.

10. Mortgagee's Right to Sue. After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee, including attorneys' fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing among Mortgagor, Mortgagee and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee or Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate

as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Mortgage 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 thereof, 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 Mortgage in any jurisdiction.

13. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuation of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of any or all of the Trademarks, or (ii) take any other actions with respect to any or all of the Trademarks as Mortgagee deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under any or all of the Trademarks to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Trademarks to any Person, or (v) take any other actions with respect to any or all of the Trademarks as Mortgagee deems to be in its best interests. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Loan Agreement Termination. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee or Lenders or their respective successors transferees and assigns under the Loan Agreement or any of the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Mortgage and the Loan Agreement or any of the other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Trademarks may be located.

15. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee and Lenders, their successors, nominees and assigns.

16. GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

17. CONSENT TO FORUM AND WAIVERS. TO INDUCE MORTGAGEE TO MAKE THE LOANS, AS EVIDENCED BY THE LOAN AGREEMENT AND THIS AGREEMENT, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH, SHALL BE SUBJECT TO LITIGATION THE SUPERIOR COURT OF COOK COUNTY, ILLINOIS OR, AT MORTGAGEE'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS SECTION. MORTGAGOR AND MORTGAGEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. MORTGAGOR FURTHER WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGEE.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

CLP HOLDINGS CORP.

By David P. Pelisek
Its Assistant Secretary

AGREED AND ACCEPTED THIS
__ day of November 21, 2000.

FLEET CAPITAL CORPORATION

By [Signature]
Its Vice President

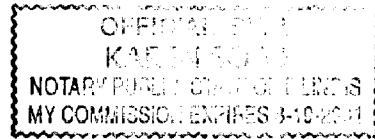
STATE OF Illinois)
) SS
COUNTY of Cook)

The foregoing Trademark Mortgage was executed and acknowledged before me this 20 day of November, 2000 by David Pelisek, personally known to me to be the Assistant Secretary of CLP Holdings Corp., a Nevada corporation, on behalf of such corporation.

Karen Soto

Notary Public

My Commission expires:

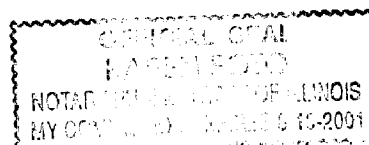


STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Trademark Mortgage was executed and acknowledged before me this 20 day of November, 2000, by Thomas Guido, personally known to me to be the Vice President of Fleet Capital Corporation, a Rhode Island corporation, on behalf of such corporation.

Karen Soto
Notary Public

My Commission expires:



AFTER FILING RETURN THIS INSTRUMENT TO:

Anne Marie Pisano, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
Suite 3700
55 East Monroe
Chicago, Illinois 60603

EXHIBIT A

Trademarks

Mark	Owner	Serial No.	Reg. No.	Status	Notes
CONTRACTORS LABOR POOL	CLP Holdings Corp. f/k/a Contractors Labor Pool, Inc.	75-569141	Not available	Pending	First Use Date: 05/87
CLP	CLP Holdings Corp. f/k/a Contractors Labor Pool, Inc.	75-569139	2313739	Registered	
CLP	CLP Holdings Corp. f/k/a Contractors Labor Pool, Inc.	75-569140	2315988	Registered	