

Tab settings



To the Honorable Commissioner of Patents and Trademarks 101541572

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Washington Inventory Service  
9265 Sky Park Court, Suite 100  
San Diego, CA 92123

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corp

Internal Address:

Street Address: 335 Madison Ave, 12th Floor

City: New York State: NY ZIP: 10017

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

3. Nature of conveyance:

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

Execution Date:

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

A. Trademark Application No.(s)

See attachment

B. Trademark Registration No.(s)

See attachment

Additional numbers attached?  Yes  No

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

Name: Patricia Del Rio  
Clifford Chance Rogers & Wells LP

Internal Address:

Street Address: 200 Park Avenue

City: New York State: NY ZIP: 10166

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:

11-09-2000

U.S. Patent & TMO/TM Mail Rept. Dt. #40

(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.

PAIGE E. ENNIS

Name of Person Signing

*Paige Ennis*  
Signature

11/7/00  
Date

Total number of pages including cover sheet, attachments, and document: 6

**Schedule 1  
To  
Trademark Security Agreement**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration No./Serial No.</b>
WIS and Design	7/14/1981	1,161,248
WIS and Design	3/29/1994	1,828,535

**Trademark Applications:** Inventory Auditors, Inc. and Design (Ser. No. 75,872,253) filed 12/15/1999

**WASHINGTON INVENTORY SERVICE  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of November 3, 2000, is entered into by and between, **WASHINGTON INVENTORY SERVICE**, a California corporation ("**Grantor**"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, for itself and in its capacity as Agent for Lenders ("**Agent**").

**WHEREAS**, pursuant to the Credit Agreement, dated as of the date hereof, among Grantor, as borrower, WIS Holdings Corp., as Guarantor, CIBC World Markets Corp., as Lead Arranger, Antares Capital Corporation, as Documentation Agent, Agent and the other Persons signatory thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders agreed to make available to Grantor, upon the terms and conditions thereof, certain revolving and term credit facilities.

**WHEREAS**, Agent and certain Lenders are willing to make the Loans to be made by Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, the Security Agreement, dated as of the date (hereof as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

**WHEREAS**, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. **Grant Of Security Interest In Trademark Collateral.** To secure the payment of the Obligations, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):
  - (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future
    - (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or
    - (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**WASHINGTON INVENTORY SERVICE**

By: Mark A. Hovey  
Name: Mark A. Hovey  
Title: Vice President – Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent**

By: \_\_\_\_\_  
Name : \_\_\_\_\_  
Title: \_\_\_\_\_

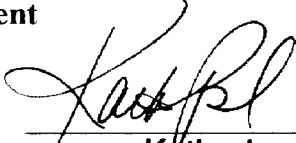
**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**WASHINGTON INVENTORY SERVICE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent**

By:   
Name : Katherine A. Butkevich  
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR  
STATE OF NEW YORK )

) ss.

COUNTY OF NEW YORK )

On this 3<sup>rd</sup> day of November, 2000, before me personally appeared Mark A. Hovey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **WASHINGTON INVENTORY SERVICE**, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

*Linda Zamel*

\_\_\_\_\_  
Notary Public

**LINDA ZAMEL**  
**Notary Public, State of New York**  
**No. 01ZA5079995**  
**Qualified in Suffolk County**  
**Commission Expires June 16, 2001**