

01-11-2001

Docket No.:



101580217

Tab settings → → → ▼ ▼

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Professional Drivers of Georgia, Inc.** *JMK*  
*12.11.00*

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **Georgia**  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

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

Name: **Bank of America, N.A.**

Internal Address: **Bank of America Corporate Center**

Street Address: **100 North Tryon Street, 7th Floor**

City: **Charlotte**                      State: **NC**    ZIP: **28255**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **Collateral Agent**

If assignee is not domiciled in the United States, a domestic designation is                       Yes     N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes     N

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: **October 30, 2000**

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

A. Trademark Application No.(s)

Additional numbers                       Yes  No

B. Trademark Registration No.(s)

**2,062,248**

Yes  No

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

Name: **Pamela C. Gavin**

Internal Address: **McGuireWoods LLP**

Street Address: **One James Center, 901 East Cary Street**

City: **Richmond**                      State: **VA**    ZIP: **23219-4030**

6. Total number of applications and registrations involved:..... **1**

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

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

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.

**Pamela C. Gavin**                      *Pam C. Gavin*                      December, 2000  
Name of Person Signing                      Signature                      Date

**5**

Total number of pages including cover sheet, attachments, and

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Professional Drivers of Georgia, Inc., a Georgia corporation (the "Assignor"), having its chief executive office at 1040 Crown Pointe Parkway, Suite 1040, Atlanta, Georgia, 30338, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, (the "Assignee"), with offices at Bank of America Corporate Center, 100 North Tryon Street, 7<sup>th</sup> Floor, Charlotte, NC 28255, Attention of Agency Services, a security interest in all of the Assignor'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 "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of October 30, 2000, as amended, supplemented or modified from time to time (the "Security Agreement").

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those 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 Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 30th day of October, 2000.

PROFESSIONAL DRIVERS OF GEORGIA, INC., as Assignor

By: [Signature]  
Name: Shawn Pool  
Title: CFO

BANK OF AMERICA, N.A., as Collateral Agent, as Assignee

By: [Signature]  
Name:  
Title:

STATE OF Georgia  
County OF Fulton

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2000 by Shawn Pool as CFO of Professional Drivers of Georgia, Inc., a Georgia corporation, on behalf of Professional Drivers of Georgia, Inc.

My commission expires:

Notarial Seal

[Signature]  
Notary Public

Notary Public, Fulton County, Georgia  
My Commission Expires Dec. 6, 2002

SCHEDULE A  
To  
Patent and Trademark Assignment

**PATENTS AND PATENT APPLICATIONS**

Serial No. or  
Patent No.  
NONE

Date      Issue Title      Inventor      Country      Patent Holder

**PATENT LICENSES**

Licensor  
NONE

Licensee

Patent Number(s)

Date

SCHEDULE B  
To  
Patent and Trademark Assignment

**TRADEMARKS**

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
2,062,248	U.S.	05/13/97	PRODRIVERS

**TRADEMARK APPLICATIONS**

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
None			

**TRADEMARK LICENSES**

<u>Grantor</u>	<u>Serial or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
None				

McGuireWoods LLP  
One James Center  
901 East Cary Street  
Richmond, VA 23219-4030  
Phone: 804.775.1000  
Fax: 804.775.1061  
www.mcguirowoods.com

**Pamela C. Gavin**  
pgavin@mcguirowoods.com  
Direct: 804.775.7368  
Direct Fax: 804.698.2058

McGUIREWOODS

December 20, 2000

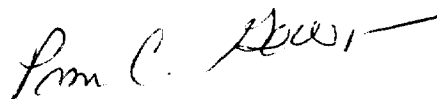
Commissioner of Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D.C. 20231

**Recordation of Assignment of Security Interest  
Professional Drivers of Georgia, Inc.  
MW Ref. No. 2025743-0012**

Dear Sir:

Enclosed please find a Recordation Form Cover Sheet, an Assignment of Trademark Security Interest document reflecting the assignment of security interest from Professional Drivers of Georgia, Inc. to Bank of America, N.A. and a check in the amount of \$40.00. Please charge our Deposit Account No. 13-0437 for any additional fees which may be required or credit our account for any overpayment.

Sincerely,



Pamela C. Gavin

eeW  
Enclosures

**TRADEMARK**  
**REEL: 002209 FRAME: 0995**

Commissioner of Patents and Trademarks  
December 20, 2000  
Page 2

bcc: Earlene E. Wortham

\\CORPORATE SERVICES\ewortha\Professional Drivers2-PTO-ltr(#47901)\v. 1

RECORDED: 12/11/2000

TRADEMARK  
REEL: 002209 FRAME: 0996