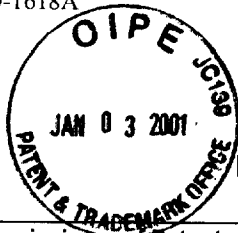


FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



01-25-2001



101593584

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

1.3.01

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

Name

Execution Date  
Month Day Year

Formerly

76053457

- ☐ 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

☒ Corporation ☐ Association

☐ Other

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.)

☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002220 FRAME: 0143

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Robert J. Lemons

Address (line 1) c/o O'Melveny & Myers LLP

Address (line 2) Citigroup Center

Address (line 3) 153 East 53rd Street, 54th Floor

Address (line 4) New York, NY 10022

Correspondent Name and Address

Area Code and Telephone Number 212-326-4469

Name Robert J. Lemons

Address (line 1) c/o O'Melveny & Myers LLP

Address (line 2) Citigroup Center

Address (line 3) 153 East 53rd Street, 54th Floor

Address (line 4) New York, NY 10022

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

# 2

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.

# 25

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

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 ☐

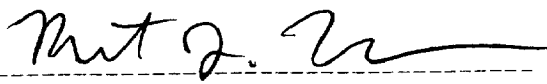
No ☐

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.

Robert J. Lemons

Name of Person Signing



Signature

01/02/01

Date Signed

TRADEMARK

REEL: 002220 FRAME: 0144

**TRADEMARKS TO BE REGISTERED**

<b>Mark</b>	<b>Class</b>	<b>Application Number</b>
Squarecurve	009	76/053,457
Squarecurve	016	76/053,456
Squarecurve	035	76/053,455
Squarecurve	041	76/053,454
Squarecurve	042	76/053,499

## SECOND TRADEMARK SECURITY AGREEMENT SUPPLEMENT

SECOND TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "**Supplement**"), dated as of December 28, 2000, is delivered pursuant to that certain Trademark Security Agreement dated as of August 19, 1998 between AEC ONE STOP GROUP, INC., a Delaware corporation ("**Grantor**") and GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent for Lenders ("**Agent**") (as it may be from time to time amended, modified or supplemented, the "**Trademark Security Agreement**"), and Sections 5(a) and 5(i) of that certain Security Agreement dated as of August 19, 1998 between Grantor, the other Grantors listed on the signature pages thereof, and Agent. Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Trademark Security Agreement.

Subject to the terms and conditions of the Trademark Security Agreement, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired: (a) the Trademarks and Trademark Licenses listed on Schedule I annexed hereto (such Trademarks, the "New Trademarks" and such Trademark Licenses, the "New Trademark Licenses"), (b) all reissues, continuations or extensions of the foregoing, (c) all goodwill of the business connected with the use of, and symbolized by, each New Trademark and each New Trademark License and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any New Trademark or Trademark licensed under any New Trademark License or (ii) injury to the goodwill associated with any New Trademark or any Trademark licensed under any New Trademark License. All such Collateral shall be deemed to be part of the Collateral and hereafter subject to each of the terms and conditions of the Trademark Security Agreement.

**IN WITNESS WHEREOF**, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

**GRANTOR:**

**AEC ONE STOP GROUP, INC.**

By: Muslima Lewis  
Name: Muslima Lewis  
Title: General Counsel

EXECUTION

**SCHEDULE I**  
**TO SECOND TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

**Registered Trademarks of AEC One Stop Group, Inc.**

**Key: 009 = Software or CD Rom; 016 = Printed Matter (usually books);**  
**035 = Advertising and Business; 041 = Education and Entertainment;**  
**042 = Online Database**

<b>Mark</b>	<b>Class</b>	<b>Serial #</b>	<b>Reg. #</b>
Squarecurve	009, 016, 035, 041, 042	Pending	Pending