

04-27-2001



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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

Merger Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
03302001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

1910723

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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 Assignment.)

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

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)

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1910723"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Cathleen Kirby 

Name of Person Signing Signature Date Signed

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ERM-West, Inc., a California corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, ERM Holdings Limited, a company incorporated in England and Wales with registered number 4067933 (“**Parent**”), has entered into a credit facilities agreement dated February 28, 2001, as amended, restated, novated, supplemented or otherwise modified to the date hereof (said facilities agreement, as amended, restated, novated, supplemented or otherwise modified from time to time, the “**Senior Facility Agreement**”), by and among *inter alia* the Parent, the Borrowers as defined therein (the “**Senior Borrowers**”), the Lenders as defined therein (the “**Senior Lenders**”), and The Governor and Company of the Bank of Scotland (“**BofS**”) as Arranger, Facility Agent and Security Agent, the Senior Lenders have made certain commitments, subject to the terms and conditions set forth in the Senior Facility Agreement, to extend certain credit facilities to the Parent and/or certain other Senior Borrowers; and

WHEREAS, the Parent has entered into a credit facility agreement dated February 28, 2001, as amended, restated, novated, supplemented or otherwise modified to the date hereof (said facility agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Mezzanine Facility Agreement**”; together with the Senior Facility Agreement, the “**Facility Agreements**” and either of them, a “**Facility Agreement**”), by and among *inter alia* the Parent, the Borrowers as defined therein (the “**Mezzanine Borrowers**”), the Mezzanine Lenders as defined therein (the “**Mezzanine Lenders**”), Intermediate Capital Group plc as Mezzanine Facility Agent (as defined in the Mezzanine Facility Agreement) and BoS as Security Agent (as defined in the Mezzanine Facility Agreement), the Mezzanine Lenders have made certain commitments, subject to the terms and conditions set forth in the Mezzanine Facility Agreement, to extend certain credit facilities to the Parent and/or certain of the other Mezzanine Borrowers; and

WHEREAS, the Parent may from time to time enter, or may from time to time have entered, into one or more Hedging Agreements (as defined in the Senior Facility Agreement) with one or more Senior Lenders or their Affiliates (in such capacity, collectively, “**Hedging Lenders**”; together with the Senior Lenders and Mezzanine Lenders, the “**Lenders**”) in accordance with the terms of Clause 20.5(d)(ii) (*Hedging*) of the Senior Facility Agreement and Clause 18.5(d)(ii) (*Hedging*) of the Mezzanine Facility Agreement; and

WHEREAS, Grantor has executed and delivered that certain accession document to the Senior Facility Agreement dated as of March 30, 2001 and that certain accession document to the Mezzanine Facility Agreement dated as of March 30, 2001 (said accession documents, as either or both may heretofore or hereafter be amended,

supplemented, novated or otherwise modified from time to time, being the "**Accession Document**") in favor of Secured Party for the benefit of the Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Obligors under the Senior Facility Agreement, the Mezzanine Facility Agreement and the various other lending and finance documents governed thereby, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof;

WHEREAS, the obligations of the Parent under the Hedging Agreements, including without limitation the obligation of the Parent to make payments thereunder in the event of early termination thereof, are included within the guarantee of obligations by each Grantor under the Senior Facility Agreement and the Mezzanine Facility Agreement; and

WHEREAS, pursuant to that certain intercreditor deed dated February 28, 2001, as amended, restated, novated, supplemented or otherwise modified to the date hereof (said intercreditor deed, as amended, restated, novated, supplemented or otherwise modified from time to time, the "**Intercreditor Deed**"), by and among the Parent, the Lenders, Intermediate Capital Group plc as Mezzanine Facility Agent (as defined in the Intercreditor Deed), BoS as Facility Agent and Security Agent (as such terms are defined in the Intercreditor Deed) and the other parties listed in the Intercreditor Deed, the Lenders along with the other parties to the Intercreditor Deed have established the relative rights and preferences with respect to the Collateral (as hereinafter defined); and

WHEREAS, pursuant to each of the Facility Agreements, it is an undertaking of the Parent and the other Obligors (as defined in the relevant Facility Agreement) and a condition precedent to further extensions of credit by the Lenders under the relevant Facility Agreement that the Parent will procure and that Additional Grantors shall have granted the security interests and undertaken the obligations contemplated by this Agreement; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of; March 30, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

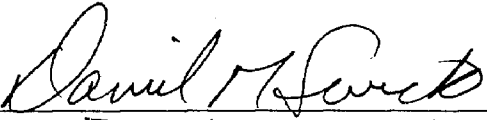
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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 Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of March, 2001.

ERM-WEST, INC.

By 
Name: Daniel M. Sevic
Title: Asst. Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
ERM-West, Inc.	AUDITPOWER	TM 1,910,723	August 8, 1995

GV: #181890 v1 (3W9T01!.DOC)

RECORDED: 04/11/2001

**TRADEMARK
REEL: 002282 FRAME: 0048**