

07-09-2001



101769568

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

JUL - 2 2001

7.7.01

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
 06 2001
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 06 2001

Formerly

- 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
- 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.)

07/06/2001 LMDLELLEF 00000144 75090066

FOR OFFICE USE ONLY

01 0:491 40.00 OP
02 0:483 100.00 OP

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" value="76090066"/>	<input type="text" value="76089958"/>	<input type="text"/>
<input type="text" value="76092947"/>	<input type="text" value="76094076"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1987122"/>	<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.

Laura L. Warren

Laura L. Warren

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, Cooperative Resource Services, Ltd., with its chief executive office at 5875 Landerbrook Drive Suite 200 Mayfield Heights, Ohio 44124 ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Schedule 1 attached hereto and made a part hereof; and

WHEREAS, Assignor and THE PROVIDENT BANK, an Ohio banking corporation having its principal office at One East Fourth Street, Cincinnati, Ohio 45202, as agent for the various lenders listed on Schedule 1 to the Loan Agreement, as defined as follows ("Assignee"), have entered into that certain Second Amended and Restated Loan and Security Agreement dated September 15, 1998, as amended by a First Amendment to Second Amended and Restated Loan and Security Agreement dated as of February 17, 1999, a Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of September 30, 1999, a Third Amendment to Second Amended and Restated Loan and Security Agreement dated as of June 16, 2000, a Fourth Amendment to Second Amended and Restated Loan and Security Agreement dated as of June 20, 2000, and a Fifth Amendment to Second Amended and Restated Loan and Security Agreement dated of even date herewith (collectively, the "Loan Agreement"), by which Assignee has acquired security interests in said trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

(a) that Assignor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this assignment;

(b) that, except for the assignment of the trademarks to The Provident Bank, as subordinated lender, pursuant to that Subordinated Bridge Loan and Security Agreement by and between Assignor and The Provident Bank, as subordinated lender, dated of even date herewith (the "Subordinated Credit Facility" and the assignment of trademarks pursuant to the Subordinated Credit Facility, the "Subordinated Credit Facility Assignment"), the trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances and the Subordinated Credit Facility Assignment is in all respects subordinate and junior to the assignment contained herein;

(c) that the validity of the trademarks has never been questioned;

(d) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and

(e) that the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner, other than the Subordinated Credit Facility Assignment, without the prior written consent of Assignee.

Assignee and The Provident Bank, as subordinated lender pursuant to the Subordinated Credit Facility, are parties to that certain Subordination and Intercreditor Agreement ("Subordination Agreement") of even date herewith. Assignee acknowledges that pursuant thereto (a) the rights and remedies of Assignee set forth herein are subject to the terms of the Subordination Agreement, and (b) if and to the extent any conflict exists between the terms of this Agreement and the terms of such Subordination Agreement, the terms of such Subordination Agreement shall govern and be controlling.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 22nd day of June, 2001.

Cooperative Resource Services, Ltd., an
Ohio limited liability company

By: Eugene A Nork
Name: Eugene A Nork
Title: Chief Financial Officer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 24th day of June, 2001, before me personally appeared Eugene A. Novak, the Chief Financial Officer of Cooperative Resource Services, Ltd., who signed this instrument and acknowledged that he signed it as a free act on behalf of the limited liability company/corporation.



Notary Public

DONNA FULLER, Notary Public
State Of Ohio, Cuyahoga County
My Commission Expires Dec. 3, 2003

SCHEDULE 1

LIST OF TRADEMARKS

Optichoice	(Serial Number 76/090066)
Optimove	(Serial Number 76/092947)
Prosource Properties	(Serial Number 76/089958)
Cooperative Global Solutions	(Serial Number 76/094076)
Relocation Reinvented	(Registration Number 1,987,122)

ASSIGNMENT OF TRADEMARKS
Cooperative Resource Services, Ltd.

870491.2

RECORDED: 07/02/2001

TRADEMARK
REEL: 002324 FRAME: 0440