

12-06-2001

ET

Docket No.:



101908817

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):
Cummings Incorporated, The International Sign Service

12.3.01

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

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

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

Name: **U.S. Bank National Association**
Internal Address: **f.k.a. Firststar Bank, N.A.**
Street Address: **425 Walnut Street**
City: **Cincinnati** State: **OH** ZIP: **45202**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **National Banking Association**

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 **First Amendment to Trademark Security Agreement**

Execution Date: **October 24, 2001**

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2,259,257 2,259,258
Additional numbers	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

Name: **Jean Marc Brun, Esquire**
Internal Address: **Vorys Sater Seymour and Pease LLP**

Street Address: **1828 L Street, N.W.**
11th Floor

City: **Washington** State: **DC** ZIP: **20036**

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
22-0585

12/05/2001 LINDLER 00000057 2259257 DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 25.00 DP

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.

Jean Marc Brun **November 29, 2001**
Name of Person Signing Signature Date

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), effective as of October 24, 2001, is made and entered into by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association and formerly known as Firststar Bank, N.A. ("Bank"), and CUMMINGS INCORPORATED, THE INTERNATIONAL SIGN SERVICE, a Tennessee corporation ("Debtor").

Recitals

A. Bank and Debtor are parties to the Trademark Security Agreement dated April 28, 1999 (the "Trademark Security Agreement") (capitalized terms used herein which are defined in the Financing Agreement dated as of April 28, 1999 between Bank and Debtor (as heretofore amended, the "Financing Agreement") and not otherwise defined herein have the meanings given in the Financing Agreement).

B. Bank and Debtor desire to enter into this Amendment to amend the Trademark Security Agreement as set forth herein.

Statement of Amendment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Debtor hereby agree as follows:

1. **Amendment.** Schedule 1 to the Trademark Security Agreement is hereby amended to add Registration Numbers and Registration Dates for the following two marks which were originally only identified on Schedule 1 by application number and which became registered with The United States Patent and Trademark Office ("USPTO") after the date of the Trademark Security Agreement:

(a) the mark listed on Schedule 1 to the Trademark Security Agreement as "Cummings Incorporated and Design", Application Number 75/465,178, has a USPTO registration number of 2,259,257 and a registration date of July 6, 1999; and

(b) the mark listed on Schedule 1 to the Trademark Security Agreement as "Cummings Incorporated and Design", Application Number 75/465,179, has a USPTO registration number of 2,259,258 and a registration date of July 6, 1999.

2. **Continuing Effect of Trademark Security Agreement.** This Amendment is in no way intended, nor may it be construed, to impair or extinguish the creation, attachment, perfection or priority of the existing security interests in, and other Liens on, the Trademark Collateral (or any part thereof) granted to, or held by, Bank under the Trademark Security Agreement, which existing security interests and other Liens (i) Debtor acknowledges, confirms and reaffirms to Bank and (ii) continue in existence under the terms of the Trademark Security Agreement, as amended by this Amendment.

3. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be references to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile

signatures, and if so signed, (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

4. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

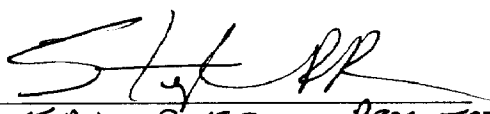
5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

6. **Entire Agreement.** This Amendment sets forth the entire agreement of the parties with respect to the subject matter of this Amendment and supersedes all previous understandings, written or oral, in respect of this Amendment.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

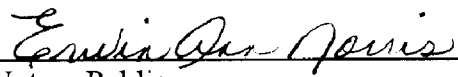
IN WITNESS WHEREOF, Bank and Debtor have executed this Amendment to be effective as of the date first set forth above.

CUMMINGS INCORPORATED, THE
INTERNATIONAL SIGN SERVICE

By: 
STEPHEN R. KERR PRESIDENT & CEO
(Name) (Title)

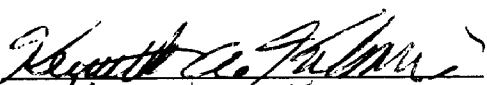
STATE OF Tennessee)
) SS:
COUNTY OF DAVIDSON

The foregoing First Amendment to Trademark Security Agreement was executed and acknowledged before me this 12th day of November, 2001, by Stephen R. Kerr personally known to me to be the President - CEO of Cummings Incorporated, The International Sign Service, a Tennessee corporation, on behalf of such corporation.


Notary Public [SEAL]
My Commission Expires: 7/20/03

Accepted at Cincinnati, Ohio
as of October 24, 2001.

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Kenneth A. Kilmer
Title: Vice President