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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

# TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Healthcare Recoveries, Inc.

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: November 1, 2001

2. Name and address of receiving party(ies)

Name: National City Bank of Kentucky

Internal Address: \_\_\_\_\_

Street Address: 101 South Fifth St., 8th Floor

City: Louisville State: KY Zip: 40202

- Individual(s) citizenship \_\_\_\_\_
- Association National Bank
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
 78 /035878    76/083899    76/039206  
 76/085389    76/039248  
 76/039207    76/202036

B. Trademark Registration No.(s)  
 2,451,116    1,981,117    1,998,121

Additional number(s) attached  Yes  No

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

Name: Deborah B. Uluer

Internal Address: \_\_\_\_\_

Jones, Day, Reavis & Pogue

Street Address: 901 Lakeside Avenue

City: Cleveland State: Ohio Zip: 44114

6. Total number of applications and registrations involved: \_\_\_\_\_

**10**

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

### 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.

Deborah B. Uluer  
Name of Person Signing

Signature

11/14/01  
Date

**12**

Total number of pages including cover sheet, attachments, and document:

12/06/2001 LUJELLER 00000045 78035878

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:481  
02 FC:482

40.00 DP  
225.00 DP

**COLLATERAL ASSIGNMENT OF TRADEMARKS  
AND SECURITY AGREEMENT**

**COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT** (this "**Agreement**"), dated as of November 1, 2001, between HEALTHCARE RECOVERIES, INC., a Delaware corporation whose principal place of business is located at 1400 Watterson Tower, Louisville, Kentucky 40218 (herein, together with its successors and assigns, the "**Assignor**", and NATIONAL CITY BANK OF KENTUCKY, a national banking association whose principal place of business is located at 101 South Fifth Street, Louisville Regional Division - 8<sup>th</sup> Floor, Louisville, Kentucky 40202, as agent for itself and the other Lenders from time to time party to the Credit Agreement referred to below (herein in such capacity, together with its successors and assigns, the "**Collateral Agent**"):

**PRELIMINARY STATEMENTS:**

(1) Healthcare Recoveries, Inc. (the "**Borrower**") has entered into that certain Amended and Restated Credit Agreement, dated as of the date hereof, with the financial institutions named therein as Lenders, National City Bank of Kentucky as Administrative Agent for the Lenders thereunder and Bank One, Kentucky, N.A., as Syndication Agent (herein, as modified and supplemented and in effect from time to time, the "**Credit Agreement**"), providing, subject to the terms and conditions thereof, for loans and other credit facilities to be made available by the Lenders to the Borrower from time to time up to but not exceeding an aggregate principal amount equal to \$40,000,000. Except as otherwise expressly provided in this Agreement, terms defined in the Credit Agreement shall have their respective defined meanings when used herein.

(2) To induce the Collateral Agent and the Lenders to enter into the Credit Agreement with the Borrower and to make Loans and other credit facilities available thereunder, the Assignor has agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for (i) any and all obligations of the Borrower in respect of the Loans and other credit facilities made available under the Credit Agreement, the Notes, the Security Documents (including this Agreement), the other Credit Documents and any other note or notes from time to time evidencing such Loans and (ii) any and all other amounts from time to time payable by the Borrower to the Lenders or the Collateral Agent under the Credit Agreement, the Security Documents (including this Agreement), the Notes or the other Credit Documents (the obligations described in clauses (i) and (ii) being herein collectively referred to as the "**Secured Obligations**").

(3) The Borrower or any of its Subsidiaries may from time to time be party to one or more Designated Hedge Agreements (as defined in the Credit Agreement). Any institution that participates, and in each case their subsequent assigns, as a counterparty to any Designated Hedge Agreement (collectively, the "**Hedge Creditors**," and the Hedge Creditors together with the Lenders, collectively the "**Secured Creditors**"), shall benefit hereunder as herein provided.

(4) At the date of execution and delivery hereof, the Borrower has no Subsidiaries other than Troveris, LLC and Troveris Intellectual Property, LLC, each of which are wholly owned, direct Subsidiaries of the Borrower. Subsequent to the date hereof, in the event that the Borrower has any Subsidiary other than Troveris, LLC or Troveris Intellectual Property, LLC that is a Subsidiary Guarantor, such Subsidiary will join in this Agreement in accordance with the applicable provisions of the Credit Agreement. Pursuant to the Subsidiary Guaranty, each Subsidiary Guarantor will jointly and severally guarantee to the Secured Creditors the payment when due of the Guaranteed Obligations (as defined in the Subsidiary Guaranty).

(5) It is a condition precedent to the making of Loans and the issuance of, and participation in, Letters of Credit under the Credit Agreement that the Assignor shall have executed and delivered to the Collateral Agent this Agreement.

(6) The Assignor desires to execute this Agreement to satisfy the condition described in the preceding paragraph.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and other credit facilities available to the Borrower pursuant to the Credit Agreement, the parties hereto hereby agree as follows:

**1. Assignment and Grant of Security Interest.** (a) As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Lenders and other holders of the Secured Obligations, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following (hereafter collectively called the "*Collateral*"):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental authority thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis);

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such terms is defined in the Uniform Commercial Code) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all of the above.

(b) Unless an Event of Default shall have occurred and be continuing, the Collateral Agent hereby grants to the Assignor, without representation or warranty of any kind, express or implied, the exclusive, nontransferable right and license to use the Collateral, for the Assignor's own benefit and account. The Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Assignor in this paragraph without the prior written consent of the Collateral Agent. Upon the occurrence and during the continuance of any Event of Default, the Assignor's license with respect to the Collateral as set forth in this paragraph shall terminate automatically without any requirement of notice to the Assignor of such termination, and the Collateral Agent shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of the United States and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located.

(c) The Assignor expressly acknowledges that the Collateral Agent, on behalf of the Lenders, shall record this Agreement with the United States Patent and Trademark Office ("**USPTO**"). Contemporaneously herewith, the Assignor shall execute and deliver to Collateral Agent an Assignment in the form of Schedule B hereto (the "**Assignment**"), which Assignment shall have no force and effect, and which shall be held by the Collateral Agent in escrow, until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. Upon the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Collateral Agent in the form reflected on the face of the Assignment and the Collateral Agent may, in its sole discretion, record the Assignment with USPTO.

**2. Continuing Liability.** The Assignor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Collateral Agent hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Collateral Agent shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Collateral Agent or the receipt by the Collateral Agent of any payment relating to any such license, interest or obligation pursuant thereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

**3. Remedies.** If an Event of Default has occurred and is continuing, the Collateral Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement and any other Security Document, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Assignor expressly agrees that in any such event the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Assignor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Collateral Agent shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations ratably according to the respective amounts (which in the case of Secured Obligations other than Loans shall mean the amount due on the date of distribution) of such Secured Obligations, the Assignor remaining liable for any deficiency therein. After payment in full of all of the Secured Obligations (including those not yet due and payable at the time of the application referred to above), the Collateral Agent shall remit any surplus net proceeds to the Assignor (or its successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Collateral

Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in any Assignor, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Assignor waives all claims, damages and demands against the Collateral Agent arising out of the repossession, retention or sale of the Collateral. The Assignor agrees that the Collateral Agent need not give more than 10 days' notice of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

**4. Grant of License to Use Intangibles.** For the purpose of enabling the Collateral Agent to exercise rights and remedies under section 3 hereof at such time as the Collateral Agent, without regard to this section 4, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Assignor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Assignor) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by the Assignor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

**5. Representations and Warranties, etc.** The Assignor agrees that it will at its expense forever warrant and, at the Collateral Agent's request, defend the Collateral Agent's and the Assignor's respective interests in the Collateral from any and all claims and demands of any other person that it will not grant, create or permit to exist any Lien upon or security interest in the Collateral in favor of any other person except as expressly permitted under section 9.3 of the Credit Agreement. The Assignor represents and warrants to the Collateral Agent that: (a) the Assignor has full power, authority and legal right and capacity to incur and perform its obligations hereunder, (b) this Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable in accordance with its terms, (c) the making and performance by the Assignor of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate or other organizational action, and do not and will violate the provisions of any applicable law or applicable regulation, the Assignor's certificate or articles of incorporation or formation, operating agreement, by-laws or similar organizational documents and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents that have been obtained and that are in full force and effect and copies of which have been delivered to the Collateral Agent) or create any lien, charge or encumbrance under any agreement, instrument or document or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to the Assignor or to any of the assets of the Assignor to which the Assignor is a party or by which the Assignor or any of the assets of the Assignor may be bound or affected, (d) so long as the Secured Obligations remain outstanding, the Assignor at all times will be the sole direct or indirect beneficial owner of the Collateral hereunder, and (e) this Agreement grants to the Collateral Agent a first priority lien upon and first priority perfected secured interest in the Collateral subject to no lien or security interest except as expressly permitted under section 9.3 of the Credit Agreement.

**6. Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under section 12.3 of the Credit Agreement.

**7. Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**8. No Waiver; Cumulative Remedies.** The Collateral Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Collateral Agent, and then only to the extent therein set forth. A waiver by the Collateral Agent or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Collateral Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Collateral Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law.

**9. Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

**10. Limitations by Law.** All rights, remedies and powers provided by sections 3 and 4 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of sections 3 and 4 hereof are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

**11. Successors and Assigns.** This Agreement shall be binding upon the Assignor and the Collateral Agent and their respective successors and assigns and shall inure to the benefit of the Assignor, the Collateral Agent and the Lenders and their respective successors and assigns, and nothing herein or in the Credit Agreement or any other Security Document or Credit Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Security Document or Credit Document.

**12. Termination and Reassignment.** The Collateral Agent agrees that upon the termination or expiration of the Credit Agreement and the Security Documents and the payment in full of all the Secured Obligations, the Collateral Agent will, if the Lenders have no remaining Commitments under the Credit Agreement, upon the request and at the expense of the Assignor execute all such documents as may be reasonably requested by the Assignor to release the security interests created hereby and to reassign (without representation or warranty) to each Assignor its trademark and other rights assigned hereby.

**13. Reference to Separate Security Agreement.** This Agreement has been entered into by each Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Amended and Restated Security Agreement, dated as of the date hereof, between the Assignor, as an obligor, and the Collateral Agent, as secured party for the benefit of the Lenders and other holders of Secured Obligations. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

**14. Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the Commonwealth of Kentucky.


[The balance of this page is intentionally blank.]

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

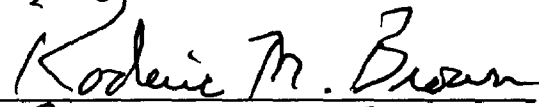
16. **Jury Trial Waiver.** THE ASSIGNOR AND THE COLLATERAL AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE COLLATERAL AGENT AND THE ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HEALTHCARE RECOVERIES, INC.]

By:   
Name: Douglas R. Sharps  
Title: Executive Vice President

NATIONAL CITY BANK OF KENTUCKY,  
as Collateral Agent

By:   
Name: Roderic M. Brown  
Title: SENIOR VICE PRESIDENT

**Schedule A  
to Collateral Assignment of  
Trademarks  
and Security Agreement**

**REGISTERED TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.**

Mark or Name	Trademark #	Jurisdiction	Date of Filing	Date of Issue
HRI Cost Containment Technology and Design	1,998,121	United States	06/13/95	09/03/96
Subrosystem	1,981,117	United States	07/17/95	06/18/1996
Healthcare Recoveries and Design	2,451,116	United States	07/06/00	05/15/01

**APPLICATIONS FOR TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.**

Mark or Name	Jurisdiction	Date Filed	Serial #
Casualty Recovery Solutions	United States	05/01/00	76/039,248
CRS	United States	05/01/00	76/039,206
Transpac Solutions	United States	05/01/00	76/039,207
Healthcare Recoveries	United States	07/06/00	76/083,899
Recoveries Now and Design	United States	11/17/00	78/035/878
Troveris	United States	01/31/01	76/202/036
Transpac Solutions and Design	United States	07/07/00	76/085,389



**SCHEDULE B  
TO COLLATERAL ASSIGNMENT OF  
TRADEMARKS AND SECURITY AGREEMENT**

**FORM OF ASSIGNMENT**

THIS DOCUMENT SHALL BE HELD BY THE COLLATERAL AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT (THE "**AGREEMENT**"), DATED AS OF NOVEMBER 1, 2001, EXECUTED BY [ASSIGNOR], A [STATE] [TYPE OF ENTITY] (THE "**ASSIGNOR**"), IN FAVOR OF NATIONAL CITY BANK OF KENTUCKY AS COLLATERAL AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "**COLLATERAL AGENT**"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE COLLATERAL AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE COLLATERAL AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

NATIONAL CITY BANK OF KENTUCKY,  
as Collateral Agent

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNMENT**

WHEREAS, [Assignor], a [state] [type of entity] (the "**Assignor**"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Assignor has executed a Collateral Assignment of Trademarks and Security Agreement, dated as of November 1, 2001 (as the same may from time to time be amended, restated or otherwise modified, the "**Agreement**"), in favor of NATIONAL CITY BANK OF KENTUCKY, as Collateral Agent for the Creditors, as defined in the Agreement (together with its successors and assigns, "**Collateral Agent**"), pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Lenders, a security interest in and collateral assignment of the Collateral as security for the Secured Obligations as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Collateral Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Assignor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the

Collateral Agent, for the benefit of the Lenders and their respective successors, transferees and assigns, all right, title and interest of the Assignor in and to the following:

- (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental authority thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis);
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such terms is defined in the Uniform Commercial Code) of the Assignor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all of the above (collectively, the "*Collateral*"), including, but not limited to, the Collateral listed on Annex A hereto that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.



**ANNEX A  
TO COLLATERAL ASSIGNMENT OF  
TRADEMARKS  
AND SECURITY AGREEMENT  
COLLATERAL REGISTERED OR FILED WITH THE UNITED STATES  
PATENT AND TRADEMARK OFFICE**