

12-20-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings



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

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

1. Name of conveying party(ies):  
Paradigm Holding Company  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

12-18-01

2. Name and address of receiving party(ies)  
Name: Canadian Imperial Bank of Commerce  
Internal Attn: Director  
Address: \_\_\_\_\_  
Street Address: Commerce Court West, 7th Floor  
City: Toronto State: Ontario Zip: M5L1A2  
CANADA  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Chartered Bank (Canada)  
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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: February 21, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76044821  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Jennifer K. Lawson  
Internal Address: Testa, Hurwitz & Thibault, LLP  
Street Address: 125 High Street  
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 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.*  
Jennifer K. Lawson \_\_\_\_\_  
Name of Person Signing Signature Date 10/30/01  
Total number of pages including cover sheet, attachments, and document: 11

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

12/19/2001 TD1A21 00000062 76044821  
01 FC:481 40.00 OP

TRADEMARK  
REEL: 002409 FRAME: 0779

**SUPPLEMENT NO. 3** dated as of February 21, 2001, to the Security Agreement dated as of July 29, 1998 (as since supplemented, the "Security Agreement"), among MOSAIC GROUP (US) INC., a Delaware corporation, SMI INC., a Delaware corporation, TMG SOLUTIONS INC., a Delaware corporation, FIELD SOURCE (GP) INC., a Delaware corporation, FIELD SOURCE (LP) INC., a Delaware corporation, FIELD SOURCE L.P., a Delaware limited partnership, MCGILL MULTIMEDIA U.S. INC., a Delaware corporation, TMG TECHNICAL PRODUCTS, LLC, a Delaware limited liability company and CANADIAN IMPERIAL BANK OF COMMERCE ("CIBC"), as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (such term and each other capitalized term used but not defined herein having the meaning given it in the Security Agreement).

A. Reference is made to the Credit Agreement, dated as of March 31, 1998, as amended and restated as of May 12, 1999, and as further amended and restated as of October 4, 2000 (as further amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Mosaic Group Inc., an Ontario corporation (the "Borrower"), CIBC, The Bank of Nova Scotia, Bank One the various other financial institutions as are, or may from time to time become, parties thereto and the Agent.

B. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Credits available pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Pursuant to the Credit Agreement, each Subsidiary that was not in existence or not a Subsidiary on the date thereof is required to enter into the Security Agreement as a Grantor upon becoming a Subsidiary. Section 7.10 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the "New Grantor") is a Subsidiary of the Borrower and is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to continue the availability of the Credits and as consideration for the Credits previously available.

Accordingly, the Agent and the New Grantor agree as follows:

**SECTION 1.** In accordance with Section 7.10 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby agrees (a) to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) that all Collateral of the New Grantor shall be, and shall be deemed for all purposes to be, "Collateral" of the New Grantor for the purposes of the Security Agreement and subject to "security interests" granted by the New Grantor in accordance with the provisions of the Security Agreement as security for the due payment and performance of the Secured Obligations of the New Grantor in accordance with the provisions of the Security Agreement. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. Schedules I, III, IV, V and VI to the Security Agreement are hereby deemed

supplemented by the information set forth on Schedules I, III, IV, V and VI attached hereto. The Security Agreement is hereby incorporated herein by reference.

**SECTION 2.** The New Grantor represents and warrants to the Lender Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency or similar laws effecting creditors' rights generally and equitable principles of general applicability.

**SECTION 3.** This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Supplement shall become effective when the Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Agent.

**SECTION 4.** Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

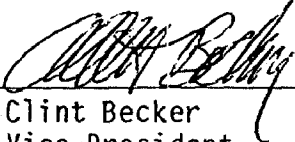
**SECTION 5.** THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

**SECTION 6.** In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 7.** All communications and notices hereunder shall be in writing and given as provided in the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature, with a copy to the Borrower.

IN WITNESS WHEREOF, the New Grantor and the Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

PARADIGM HOLDING COMPANY

By:   
Name: Clint Becker  
Title: Vice-President

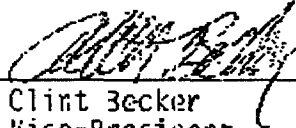
Address: 469A West King St., Toronto M5V3M4  
Fax No.: (416) 813-0970  
Attention:

CANADIAN IMPERIAL BANK OF  
COMMERCE, as Agent

By: \_\_\_\_\_  
Name:  
Title:


IN WITNESS WHEREOF, the New Grantor and the Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

PARADIGM HOLDING COMPANY

By:   
Name: Clint Becker  
Title: Vice-President

Address: 469A West King St., Toronto M5V3M4  
Fax No: (416) 813-0970  
Attention:

CANADIAN IMPERIAL BANK OF  
COMMERCE as Agent

By:   
Name:  
Title:

SCHEDULE I  
to  
Subsidiary Security Agreement Supplement

Item A. Place of Business, etc.

Two Executive Drive  
Fort Lee, NJ 07024

1600 Shames Drive  
Westbury, NY 11590

2447 West 12<sup>th</sup> Street, Suite #2  
Tempe, AZ 85281

21761 Melrose Ave. Building #1  
Southfield, MI 48075

650 West Grand Ave. Unit #108  
Elmhurst, IL 60126

SCHEDULE II  
to  
Subsidiary Security Agreement Supplement

[INTENTIONALLY DELETED]

SCHEDULE III  
to  
Subsidiary Security Agreement Supplement

Item A. Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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ESURVA	None assigned	11/23/99
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Item B. Trademark Licenses

<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None



SCHEDULE V  
to  
Subsidiary Security Agreement Supplement

Trade Secret or Know-How Licenses

<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
None				

SCHEDULE VI  
to  
Subsidiary Security Agreement Supplement

<u>Bank/Address Bank</u>	<u>Account Name</u>	<u>Type of Account</u>	<u>Account Number</u>
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None