

01-11-2002



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

101941872

COVER SHEET
TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):

Crossmark, Inc.
Crossmark Holdings, Inc.

1.402

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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 7, 2001

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank

Internal Address: _____

Street Address: 2200 Ross Avenue, 5th Floor

City: Dallas State: TX Zip: 75201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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)

75/572,407
76/235,112

B. Trademark Registration No.(s)

2,457,787 2,443,103
2,390,337 2,390,336

Additional number(s) attached Yes No

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

Name: Martin Korn

Internal Address: Locke Liddell & Sapp LLP

Street Address: 2200 Ross Avenue, Suite 2200

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- 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.

Martin Korn
Name of Person Signing

Martin Korn
Signature

November 14, 2001
Date

Total number of pages including cover sheet, attachments, and document: 8

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

01/10/2002 LNUJELLER 00000119 75572407

01 FC:481
02 FC:482

40.00 OP
125.00 OP

TRADEMARK
REEL: 002419 FRAME: 0483

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of November 7, 2001, is executed by CROSSMARK, INC., a Delaware corporation (the "Borrower"), 6400 International Parkway, Suite 1000, Plano, Texas 75093, and CROSSMARK Holdings, Inc., a Delaware corporation ("Holdings" and together with the Borrower, referred to collectively as "Debtors") 6400 International Parkway, Suite 1000, Plano, Texas 75093, in favor of THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), not in its individual capacity but solely as administrative agent for itself, Issuing Bank and each of the other banks or lending institutions (each a "Lender" and, collectively, the "Lenders"), which is or may from time to time become a party to the Credit Agreement (hereinafter defined) or any successor or permitted assignee thereof (Chase in such capacity, together with its successors in such capacity, the "Administrative Agent"), 2200 Ross Avenue, 5th Floor, Dallas, Texas 75201.

RECITALS:

A. The Borrower, Holdings, the Administrative Agent, Bank of America, N.A., as Co-Agent, the Issuing Bank identified therein, and the Lenders have entered into that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, being hereinafter referred to as the "Credit Agreement").

B. Pursuant to the Credit Agreement, Debtors, the Administrative Agent and the other Loan Parties (as defined in the Credit Agreement) have entered into that certain Amended and Restated Security and Pledge Agreement of even date herewith (as the same has been and may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which Debtors have granted to the Administrative Agent a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, at any time owned by Debtors, or either of them, including without limitation those described on Exhibit "A" hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the obligations of the Administrative Agent, the Co-Agent, the Issuing Bank and the Lenders under the Credit Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Each Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Administrative

Agent for the pro rata benefit of the Lenders and Issuing Bank, as security for the payment and performance of the Obligations (as defined in the Credit Agreement), in and to such Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Obligations have been completely paid and performed in full, (ii) no Letters of Credit (as defined in the Credit Agreement) are outstanding, and (iii) all Commitments (as defined in the Credit Agreement) have terminated, the Administrative Agent shall release its security interest in each Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Each Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Administrative Agent and Debtors. This Assignment shall be binding upon Debtors and their respective successors and permitted assigns, and shall inure to the benefit of Administrative Agent and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Administrative Agent is entitled to receive all of the benefits and none of the obligations and liabilities, which may arise from the Trademarks.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

CROSSMARK, INC.,
a Delaware corporation

By: Don W. Martin, Jr.
Don W. Martin, Jr., Treasurer

CROSSMARK HOLDINGS, INC.,
a Delaware corporation

By: Don W. Martin, Jr.
Don W. Martin, Jr., Treasurer

THE CHASE MANHATTAN BANK,
a New York banking corporation,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

CROSSMARK, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

CROSSMARK HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

THE CHASE MANHATTAN BANK,
a New York banking corporation,
as Administrative Agent

By: Michael D.S. Kerner
Name: Michael D.S. Kerner
Title: Vice President

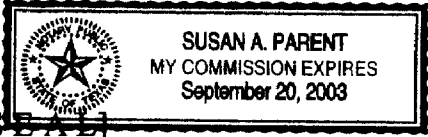
THE STATE OF TEXAS

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COUNTY OF COLLN

Before me on this day personally appeared Don W. Martin, Jr., Treasurer, of CROSSMARK, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 7th day of November, 2001.



[S.E.A.L.]

Susan A. Parent
Notary Public - State of Texas

My Commission Expires:

9/20/03

Susan A. Parent
Printed Name of Notary Public

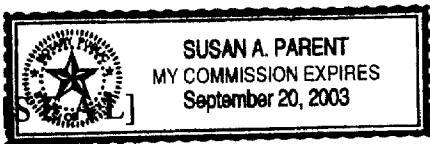
THE STATE OF TEXAS

§
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§

COUNTY OF COLLIN

Before me on this day personally appeared Don W. Martin, Jr., Treasurer, of CROSSMARK HOLDINGS, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 7th day of November, 2001.



[S.E.A.L.]

Susan A. Parent
Notary Public - State of Texas

My Commission Expires:

9/20/03

Susan A. Parent
Printed Name of Notary Public

THE STATE OF TEXAS

§

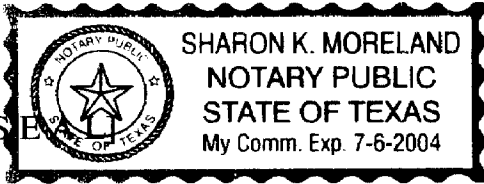
COUNTY OF DALLAS

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Before me SHARON K. MORELAND on this day personally appeared Michael D.S. Kerner, of THE CHASE MANHATTAN BANK, a New York banking corporation, as Administrative Agent, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 2 day of November, 2001.



Sharon K. Moreland

Notary Public - State of Texas

My Commission Expires:

7-6-2004

Sharon K. Moreland

Printed Name of Notary Public

EXHIBIT "A"
TO
SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

Registrations of CROSSMARK, INC.

<u>Mark</u>	<u>Registration No.</u>
CROSSMARK	2,457,787
Design	2,443,103
CROSSMARK	2,390,337
CROSSMARK	2,390,336

Application of CROSSMARK, INC.

<u>Mark</u>	<u>Serial No.</u>
REACHING YOUR CONSUMER EVERYWHERE EVERY DAY	75/572,407

Application of CROSSMARK Holdings, Inc.

<u>Mark</u>	<u>Serial No.</u>
EFFECTIVE SOLUTIONS MEASURABLE RESULTS	76/235,112