

02-08-2002



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Form PTO-1594

(Rev. 03/01)

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

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

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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):

Convergent Capital
Management, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 31, 2002

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation,

Internal as Agent

Address: _____

Street Address: 311 S. Wacker Drive

City: Chicago State: IL Zip: 60606

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State Delaware☐ 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)

B. Trademark Registration No.(s)

76/104,939

Additional number(s) attached ☐ Yes ☒ No

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

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive
Suite 5800

City: Chicago State: IL Zip: 60606

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.

Elizabeth J. Burns
Name of Person Signing

Elizabeth J. Burns
Signature

February 6, 2002
Date

Total number of pages including cover sheet, attachments, and document: 5

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

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TRADEMARK
 REEL: 002440 FRAME: 0405

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of January 31, 2002 between Convergent Capital Management Inc., a Delaware corporation ("Grantor") and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for benefit of the "Lenders" as such term is hereinafter defined.

WHEREAS, CCM Holdings, Inc., a Delaware corporation ("Borrower"), has entered into that certain Amended and Restated Credit Agreement of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") between Borrower, Secured Party, as agent for the benefit of all lenders and individually as a lender, and the other lenders party thereto (the "Lenders"), providing for the Lenders to make available to Borrower certain revolving credit and term facilities on the terms and conditions set forth therein;

WHEREAS, Grantor owns all issued and outstanding capital stock of Borrower and will derive substantial benefits and advantages from the financial accommodations to the Borrower as set forth in the Credit Agreement, including the Loans made thereunder, and it will be to the Grantor's direct interest and economic benefit to assist the Borrower in procuring said financial accommodations from the Secured Party and the Lenders; and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Secured Party (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

WHEREAS, Grantor owns the Trademarks, Trademark registrations and Trademark applications (as defined in the Security Agreement) listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;

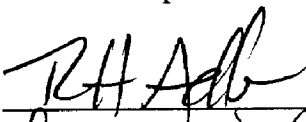
but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally blank; Signature page follows]

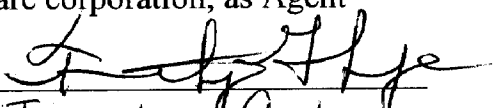
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 31 day of Jan, 2002.

CONVERGENT CAPITAL MANAGEMENT INC.,
a Delaware corporation

By: 
Its: PRESIDENT & CEO

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Lynne
Title: DIRECTOR

Schedule 1
to Trademark Security Agreement

Convergent Capital Management, Inc's service mark, CONVERGENT CAPITAL MANAGEMENT, was approved for publication by the U.S. Patent and Trademark Office ("PTO"), and was published for public opposition on December 25, 2001. If no opposition or request for an extension of time to file an opposition is filed within 30 days from the date of publication (i.e., by January 24, 2002), then the PTO will issue a Certificate of Registration in due course.