

06-19-2002

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

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

1. Name of conveying party(ies):

PCI Group, Inc.

6-13-02

- ☐ 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: June 3, 2002

2. Name and address of receiving party(ies)

Name: GSCP Recovery, Inc.

Internal

Address: _____

Street Address 500 Campus Drive, Suite 220City: Florham Park State: NJ Zip 07932

- ☐ 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) N/AB. Trademark Registration No.(s) 256432; 387522;
809780Additional number(s) attached ☐ Yes ☒ No

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

Name: Stanton J. Lovenworth, Esq.

Internal Address: _____

Street Address: c/o Dewey Ballantine LLP1301 Avenue of the AmericasCity: New York State: NY Zip: 100196. Total number of applications and registrations involved: 37. Total fee (37 CFR 3.41).....\$ 90.

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Stanton J. Lovenworth

Name of Person Signing

Signature

June 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

06/19/2002 LNUELLER 00000071 256432

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:481
02 FC:48240.00 DP
50.00 DPTRADEMARK
REEL: 002527 FRAME: 0748

SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of June 3, 2002, made by the undersigned (the "Company"), to and in favor of GSCP Recovery, Inc. (the "Collateral Agent"), pursuant to a certain Loan and Security Agreement, dated of May 3, 2002, among the Company, the Collateral Agent and the other parties thereto (as it may be amended or modified from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

W I T N E S S E T H:

RECITALS.

- A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Banks have extended certain loans to the Borrower, which are guaranteed by the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, the Company has granted to the Collateral Agent a security interest in, the property described therein, including, without limitation, (a) all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located; and (b) all products and proceeds any of the foregoing, as security for all of the Obligations; and
- D. In furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Collateral Agent and the Banks have required that the Company execute and deliver this supplemental Agreement with respect to the Property (as herein defined), confirming the grant described above.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

- 2. As security for all of the Obligations, the Company hereby grants a security interest to the Collateral Agent in all of its right, title and interest in, to and under the following (collectively, the "Property"):

- (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the

Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, if any, including, without limitation, any Trademark referred to in Schedule I hereto.

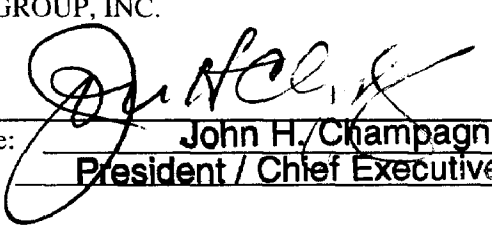
Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, until such time as the Collateral Agent forecloses upon its security interest in the Property in accordance with the Credit Documents and applicable law, the Company may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity and registration of the security interest granted in such Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Collateral Agent with respect to the security interest in the Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. This Agreement shall terminate upon termination of the Loan Agreement. At any time and from time to time prior to such termination, the Collateral Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Collateral Agent shall, at the expense of the Company, execute or otherwise authenticate and deliver to the Company all such documents or other records as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Collateral Agent pursuant hereto or pursuant to the Credit Documents.
5. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan Agreement with respect to such new Trademark. The Company authorizes the Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademarks covered by Section 2 or by this Section 5.
6. The Company further agrees that (a) neither the Collateral Agent nor any Bank shall have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Company shall forthwith advise the Collateral Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Collateral Agent may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Collateral Agent for all expenses, including attorneys' fees, incurred by the Collateral Agent in protecting, defending and maintaining the Property.
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.
8. The Company hereby irrevocably constitutes and appoints the Collateral Agent (and any of the Collateral Agent's officers or employees or agents designated by the Collateral Agent) as the Company's true and lawful attorney-in-fact with full power and authority (i) to sign the name of the Company on (or otherwise authenticate) all or any of such documents, instruments or other records, and perform all other acts, that the Company deems necessary or advisable in order to perfect or continue perfected, maintain the priority or

enforceability of or provide notice of the Collateral Agent's security interest in, the Property, and (ii) to execute or otherwise authenticate any and all other documents, instruments and other records, and to perform any and all acts and things for and on behalf of the Company, which the Collateral Agent may deem necessary or advisable to maintain, preserve and protect the Property and to accomplish the purposes of this Agreement, including (A) to assert or retain any rights under any license agreement for any of the Property, (B) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Property, and (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers, instruments and other records for the Collateral Agent to use the Property, to grant or issue any exclusive or non-exclusive license with respect to any Property, and to assign, convey or otherwise transfer title in or dispose of the Property; provided, however, that in no event shall the Collateral Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Property to any person, including itself, without the Company's written consent. The foregoing shall in no way limit the Collateral Agent's rights and remedies upon or after the occurrence of an Event of Default. The power of attorney set forth in this Section 8, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 4.

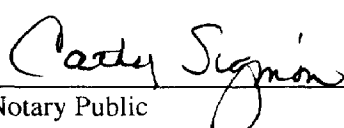
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

PCI GROUP, INC.

By: 
Name: John H. Champagne
Title: President / Chief Executive Officer

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On May 2nd, 2002, before me personally came John H. Champagne, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of PCI GROUP, INC., who being by me duly sworn, did depose and say that he (she) is the President of said corporation described in and which executed the foregoing instrument; that the said instrument was signed by him (her) on behalf of said corporation by order of its Board of Directors; that he (or she) signed his name thereto by like order; and that he (or she) acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My Commission Expires:

July 2003
[NOTARIAL SEAL]

SCHEDULE I

REGISTERED U.S. TRADEMARKS

PCI GROUP, INC.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
INVINCIBLE	256,432	05/14/29
ROLET	387,522	05/20/41
PCI & Design	809,780	06/14/66

U.S. TRADEMARK APPLICATIONS

None.