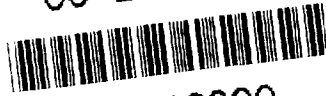


06-26-2002



102136090

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

1. Name of conveying party(ies):

Reconda International Corporation
(a Delaware corporation)

6-20-02

2. Name and address of receiving party(ies):

Conning Capital Partners VI, L.P.
CityPlace II
185 Asylum Street
Hartford, Connecticut 06103

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: June 20, 2002

Effective Date: June 20, 2002

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership: Delaware
- Corporation-State:
- Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s): 78/048,727

B. Trademark Registration No.(s):

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

Gregory S. Shatan, Esq.
Attn: TMSU
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Ave., N.W.
Washington, D.C. 20004

Telephone: 212-309-6852
Facsimile: 877-432-9652
E-Mail: gshatan@morganlewis.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
0 x \$25.00 = \$ 0.00
 Total \$ 40.00

Authorized to charge overpayments/deficiencies to deposit account.

8. Deposit account number: DA 13-4520

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.

Margaret A. Delacruz
Name of Person Signing

Margaret A. Delacruz
Signature

June 20, 2002
Date

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

OMB No. 0651-0011 (exp. 4/94)

06/25/2002 LMI/ELLER 00000178 78048727

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40.00 OP



**PATENT, TRADEMARK, COPYRIGHT AND OTHER
INTELLECTUAL PROPERTY SECURITY INTEREST**

WHEREAS, RECONDA INTERNATIONAL CORPORATION (the "Grantor") having its principal office at 15 E. Putnam Avenue, Suite 306, Greenwich, Connecticut 06830, is the owner of the United States and foreign patents and patent registrations and applications for patents and patent registrations, and all renewals and extensions thereof, including, without limitation, those set forth on Exhibit A attached hereto, and of United States and foreign trademarks and associated United States and foreign trademark registrations and applications for trademark registrations, and all renewals and extensions thereof, including, without limitation, those set forth in Exhibit B attached hereto and is a party to certain trademark and patent licenses of United States and foreign trade names, trade name registrations and applications for trade name registrations, including, without limitation, those set forth in Exhibit B attached hereto, and of United States and foreign copyrights, copyright registrations, applications for copyright registrations, and all renewals and extensions thereof, including without limitation, those set forth on Exhibit C attached hereto; and

WHEREAS, CONNING CAPITAL PARTNERS VI, L.P., as Collateral Agent (the "Collateral Agent"), having an office at CityPlace II, 185 Asylum Street, Hartford, Connecticut 06103, is the secured party under the Security Agreement dated as of June __, 2002, by the Grantor in favor of the Collateral Agent, and the Collateral Agent desires to acquire a security interest in, and lien on, said patents, patent registrations, trademarks, trademark registrations, copyrights, license agreements, applications for said patent and trademark registrations, the goodwill of the business symbolized by said trademarks, trademark applications and trademark and copyright registrations and all products and proceeds of the foregoing; and

WHEREAS, the Grantor agrees to grant the security interests in the patents, patent registrations, trademarks, trademark registrations, trade names, copyrights, copyright registrations, licenses, applications and all products and proceeds thereof described above and as specifically set forth in Exhibits A, B and C hereto, but not limited thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the aforementioned Security Agreement made by the Grantor in favor of the Collateral Agent (as the same may be from time to time further amended and in effect), the terms and conditions of which are incorporated by reference herein, the Grantor hereby gives, grants, assigns and transfers a security interest in said patents, trademarks, trade names, copyrights and license agreements, and said patents, trademarks and copyright registrations, said applications for patents and trademarks, the goodwill of the business connected with the use of, and symbolized by, said trademarks, trademark applications and trademark registrations and trade names and all products and proceeds thereof, to the Collateral Agent, in each case, now existing or hereafter acquired.

The Grantor hereby acknowledges the sufficiency and completeness of this document to create the security interest in the identified property and to grant the same to the Collateral Agent

and the Grantor hereby requests the appropriate filing and recording offices, including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office, to file and record the same together with the annexed Exhibits A, B and C.

Executed on this 20 day of June, 2002.

RECONDA INTERNATIONAL CORPORATION

By: Kristopher King
Name: Kristopher King
Title: President

Exhibit A

None

Exhibit B

Trademark

Serial No.

Filing Date

RECONDA

78/048,727

February 16, 2001

Exhibit C

None

1-NY/1465939.1

RECORDED: 06/20/2002

TRADEMARK
REEL: 002531 FRAME: 0535