

08-12-2002



102185372  
TRADEMARKS ONLY

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

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):  
CPU, INC.  
*080602*

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: State Street Bank & Trust Company  
Internal as collateral trustee  
Address: Corporate Trust Dept. - 6th Fl.

Street Address: 2 Avenue de Lafayette  
City: Boston State: MA Zip: 02111

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Massachusetts Trust Company

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: August 6, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
2322033  
2304475

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Matthew A. Schwartz, Esq.  
Internal Address: \_\_\_\_\_  
Bingham McCutchen LLP  
Street Address: 399 Park Avenue  
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65  
 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.*

John C. Sorensen      *John C. Sorensen*      August 6, 2002  
Name of Person Signing      Signature      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

Sent Via U.S. Post Office Express Mail on August 6, 2002,  
Receipt Number EL 886206496 US

TRADEMARK  
REEL: 2559 FRAME: 0984

MAIL ROOM SECTION

08/09/2002 09:09:02 2322033 7  
01 FC:401  
02 FC:402

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, CPU, INC.**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Protocol Services, Inc., ("**Company**"), Protocol Communications, Inc. ("**Parent**") and certain financial institutions (the "**Series A Noteholders**") have entered into a Securities Exchange Agreement, dated as of August 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Series A Exchange Agreement**"), pursuant to which (among other things) Company issued to the Series A Noteholders its 13% Series A Senior Secured Subordinated Notes due 2008 (the "**Series A Notes**");

**WHEREAS**, Company, Parent and certain financial institutions (the "**Series B Noteholders**") and, together with the Series A Noteholders, the "**Noteholders**") have entered into a Securities Purchase and Exchange Agreement, dated as of August 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Series B Exchange Agreement**"), pursuant to which (among other things) Company issued to the Series B Noteholders its Series B 30% Senior Secured Subordinated Notes due 2008 (the "**Series B Notes**");

**WHEREAS**, Grantor has executed and delivered that certain Guaranty, dated as of August 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Series A Guaranty**"), in favor of the Series A Noteholders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Series A Exchange Agreement and the Series A Notes, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof;

**WHEREAS**, Grantor has executed and delivered that certain Guaranty, dated as of August 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Series B Guaranty**"), in favor of the Series B Noteholders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Series B Exchange Agreement and the Series B Notes, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Security Agreement, dated as of August 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Grantor, State Street Bank and Trust Company, not in its individual corporate capacity but solely in its capacity as collateral trustee for the Noteholders pursuant to the Collateral Trust and Intercreditor Agreement (as defined in the Security Agreement) (in such capacity herein called "**Secured Party**"), and the other grantors named therein, Grantor has agreed to create in favor Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security

Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 6th day of August, 2002.

**CPU, INC.**

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

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**CPU, INC.**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cassette Productions Unlimited, Incorporated	U.S. Trademark and Service Mark entitled: CPU	2,322,033	02/22/2000
CPU, Inc.	U.S. Trademark: CPU & Design	2,304,475	12/28/1999