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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE



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

Tab settings

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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):

Pallotta Teamworks

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

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

3. Nature of conveyance:

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

Execution Date: August 22, 2001

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address:

Street Address: 135 S. LaSalle Street

City: Chicago State: IL Zip: 60603

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76405187, 76405186, 76389080, 76389079

B. Trademark Registration No.(s) 2634760, 2624137, 2547095, 2547096

Additional number(s) attached Yes No

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

Name: Mary E. Dicig

Internal Address: Schwartz, Cooper, Greenberger & Krauss, Chtd.

Street Address: 180 N. LaSalle Street Suite 2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

59

7. Total fee (37 CFR 3.41) \$ 1,610.00

- Enclosed
Authorized to be charged to deposit account

8521-40
8522-1576

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mary E. Dicig
Name of Person Signing

Mary E. Dicig
Signature

October 28, 2002
Date

Total number of pages including cover sheet, attachments, and document: 17

10/30/2002 GTON11 00000045 76405187

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

01 FC:0521 40.00 OP
02 FC:0522 1450.00 OP
03 FC:0523 120.00 OP

TRADEMARK
REEL: 002570 FRAME: 0264

4A. Trademark Application No.(s)	4B. Trade Registration No.(s)
76389078, 76389077, 76307873, 76246231, 76246230, 76246229, 76246228, 76241514, 76241510, 76241627, 76150932, 76025976, 76025975, 75929460, 75860672, 75929463, 75929462, 75929461, 75929459, 75929458, 75929457, 75929456, 75866676, 75788335, 75788331, 75788330, 75788328, 75788326, 75788325, 75740879, 75740878, 75740877, 75705835, 75630392, 75495674, 75495673	2391754, 2497712, 2466556, 2472289, 2474318, 2582912, 2547942, 2323934, 2374595, 2284886, 2228787, 2241614, 2301515, 2346418, 2042685

**SECURITY AGREEMENT**  
(Corporate Revolving)

1. **THE SECURITY.** The undersigned **PALLOTTA TEAMWORKS**, a California corporation (the "**Borrower**"), hereby assigns and grants to **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association (the "**Bank**"), as of August 1, 2001, a continuing security interest in the following described property, whether now owned or hereafter acquired by the Borrower (the "**Collateral**"):

(a) all corporate accounts of the Borrower at the Bank and any other financial institution including, without limitation, account number 0291724367 of the Borrower at Wells Fargo Bank, N.A.;

(b) all of Borrower's right, title and interest in and to the following account held at the Bank related to, respectively, the European AIDS Vaccine Ride, the Experimental AIDS Vaccine Ride, the 3-Day AIDS Vaccine Walk, the Canada-USA AIDS Vaccine Ride, the Weekend to End Poverty Event, the Kids March and the Out of Darkness Event (collectively, the "Events") and known as account numbers: 5800356239 5800356247 5800356254 5800356262 and 5800356270 the "Event Accounts");

(c) all of the Borrower's contract rights, chattel paper, instruments, deposit accounts, and general intangibles;

(d) all inventory now owned or hereafter acquired by the Borrower;

(e) all machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Borrower;

(f) all negotiable and nonnegotiable documents of title covering any of the above-described property;

(g) all rights under contracts of insurance now owned or hereafter acquired by the Borrower covering any of the above-described property;

(h) all proceeds, product, rents and profits of any of the above-described property;  
and

(i) all books and records pertaining to any of the above-described property, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("**Books and Records**").

2. **THE INDEBTEDNESS.** The Collateral secures and will secure all Indebtedness of the Borrower to the Bank. For the purposes of this Agreement, "**Indebtedness**" means all loans and advances made by the Bank to the Borrower, including, without limitation, the loans and

advances under that certain **Business (Corporate Revolving) Loan Agreement** dated as of August 1, 2001 between the Borrower and the Bank, and all other obligations and liabilities of the Borrower to the Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by the Bank by assignment or otherwise. Unless the Borrower shall have otherwise agreed in writing, Indebtedness, for the purposes of this Agreement, shall not include "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulations promulgated thereunder.

**3. BORROWER'S COVENANTS.** The Borrower covenants and warrants that unless compliance is waived by the Bank in writing:

(a) the Borrower will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records;

(b) the Borrower has notified the Bank in writing of, and will notify the Bank in writing prior to any change in, the locations of (i) the Borrower's place of business or the Borrower's chief executive office, if the Borrower has more than one place of business, and (ii) any Collateral, including, without limitation, the Books and Records;

(c) the Borrower will notify the Bank in writing prior to any change in the Borrower's name, identity or business structure;

(d) the Borrower will maintain and keep in force insurance covering Collateral designated by the Bank against fire and extended coverages. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to the Bank and name the Bank as loss payee. At the request of the Bank the Borrower's insurance will include a loss payable endorsement in favor of the Bank, in a form acceptable to the Bank;

(e) the Borrower has not granted and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank and except for liens for taxes not yet payable;

(f) the Borrower will not sell, lease, agree to sell or lease, or otherwise dispose of, or remove from the Borrower's place of business (i) any inventory except in the ordinary course of business as heretofore conducted by the Borrower, or (ii) any other Collateral except with the prior written consent of the Bank;

(g) the Borrower will promptly notify the Bank in writing of any event which affects the value of the Collateral, the ability of the Borrower or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any

marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise;

(h) if any Collateral is or becomes the subject of any registration certificate or negotiable document of title, including, without limitation, any warehouse receipt or bill of lading, the Borrower shall immediately deliver such document to the Bank;

(i) except for necessary tenant improvements made in the ordinary course of business (for example, items such as computer wiring, air conditioning and telephone systems) the Borrower will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Borrower first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other person; and

(j) until the Bank exercises its rights to make collection, the Borrower will diligently collect all Collateral.

**4. ADDITIONAL OPTIONAL REQUIREMENTS.** The Borrower agrees that the Bank may at its option at any time, whether or not the Borrower is in default:

(a) require the Borrower to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind;

(b) require the Borrower to deliver to the Bank (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral;

(c) examine the Collateral, including, without limitation, the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located;

(d) require the Borrower to deliver to the Bank any instruments or chattel paper;

(e) require the Borrower to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any inventory;

(f) notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral;

(g) require the Borrower to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control; and

(h) demand and collect any payments and proceeds of the Collateral. In connection therewith the Borrower irrevocably authorizes the Bank to endorse or sign the Borrower's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Borrower and remove therefrom any payments and proceeds of the Collateral.

5. **BANK'S COVENANT.** Other than the Event Account, the Bank covenants that with respect to funds in any general account or payroll account at any bank dedicated to any charitable event, the Bank will be entitled to debit any such account only to collect the Borrower's Management Fee then due and payable, provided, however, that after taking into account such debit, the balance in any such account is sufficient to cover expenses for the charitable event to which such general account or payroll account is dedicated.

6. **DEFAULTS.** Any one or more of the following shall be a default hereunder:

(a) the Borrower fails to pay any Indebtedness when due;

(b) the Borrower breaches any term, provision, warranty or representation under this Agreement, or under any other obligation of the Borrower to the Bank;

(c) any custodian, receiver or trustee is appointed to take possession, custody or control of all or a substantial portion of the property of the Borrower or of any guarantor of any Indebtedness;

(d) the Borrower or any guarantor of any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, dies or commences any case, proceeding or other action under any the Bankruptcy or other law for the relief of, or relating to, debtors;

(e) any case, proceeding or other action is commenced against the Borrower or any guarantor of any Indebtedness under any Bankruptcy or other law for the relief of, or relating to, debtors;

(f) any involuntary lien of any kind or character attaches to any Collateral; or

(g) any financial statements, certificates, schedules or other information now or hereafter furnished by the Borrower to the Bank proves false or incorrect in any material respect.

7. **REMEDIES.** In the event of any default the Bank may do any one or more of the following:

(a) declare any Indebtedness immediately due and payable, without notice or demand;

(b) enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law;

(c) enforce the security interest of the Bank in any deposit account of the Borrower maintained with the Bank by applying such account to the Indebtedness;

(d) require the Borrower to assemble the Collateral, including, without limitation, the Books and Records, and make them available to the Bank at a place designated by the Bank;

(e) enter upon the property where any Collateral, including, without limitation, any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Borrower's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral;

(f) grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Borrower;

(g) use or transfer any of the Borrower's rights and interests in any Intellectual Property now owned or hereafter acquired by the Borrower, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Borrower agrees that any such use or transfer shall be without any additional consideration to the Borrower. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labelling, in which the Borrower has any right or interest, whether by ownership, license, contract or otherwise;

(h) have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral; or

(i) take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Borrower

hereby irrevocably constitutes and appoints the Bank as the Borrower's attorney-in-fact to perform all acts and execute all documents in connection therewith.

**8. MISCELLANEOUS.**

8.1 Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

8.2 The Borrower shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary.

8.3 All notes, security agreements, subordination agreements and other documents executed by the Borrower or furnished to the Bank in connection with this Agreement must be in form and substance satisfactory to the Bank.

8.4 This Agreement shall be governed by and construed according to the laws of the State of Illinois.

8.5 All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

8.6 All terms not defined herein are used as set forth in the Uniform Commercial Code.

8.7 In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Borrower agrees to pay immediately the costs and expenses thereof, together with reasonable attorney's fees and allocated costs for in-house legal services.

**8.8 CONSENT TO JURISDICTION. TO INDUCE THE BANK TO ACCEPT THIS AGREEMENT, THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE BANK'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF, FROM OR RELATED TO THIS AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS WITHIN CHICAGO, ILLINOIS. THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON THE BORROWER, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE BORROWER AT THE ADDRESS STATED ON THE SIGNATURE PAGE HEREOF, AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.**