

08-30-2002

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



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):

TKO PERSONNEL, INC.

8-28-02

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

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

3. Nature of conveyance:

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

Execution Date: 06/27/2002

2. Name and address of receiving party(ies)

Name: Comerica Bank - California

Internal Address:

Street Address: 250 Lytton Avenue

City: Palo Alto State: CA Zip: 94301

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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) 1554032

Additional number(s) attached Yes No

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

Name: Susan E. Hollander, Esq.

Internal Address: Manatt, Phelps & Phillips LLP

Street Address: 1001 Page Mill Road

Bldg., 2

City: Palo Alto State: CA Zip: 94304

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:

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9. Signature.

Noelle D. Azzopardi

Name of Person Signing

Noelle D. Azzopardi
Signature

8/19/02
Date

Total number of pages including cover sheet, attachments, and document: 7

08/30/2002 T0IAZ1 00000008 1554032

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: 002572 FRAME: 0989

ANNEX 1
Trademark Security Agreement

TRADEMARKS

Mark	Class	Serial Number	Filing Date	Registration Number	Registration Date
DESIGN ONLY 	35	73/766,557	12/01/1998	1,554,032	08/29/1989

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*") is dated as of June 27, 2002 is made by, **TKO PERSONNEL, INC.**, a California corporation ("*Guarantor*") in favor of **COMERICA BANK-CALIFORNIA**, a California banking corporation ("*Bank*").

WHEREAS, Guarantor now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, 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, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Annex 1 annexed hereto, as such Annex may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, Guarantor has entered into that certain Guarantor Security Agreement dated as of June __, 2002 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "*Security Agreement*") by and between Guarantor and Bank, and each capitalized term used herein which is not otherwise defined herein shall have the meaning ascribed to it in the Security Agreement; and

WHEREAS, in connection with the Security Agreement, Guarantor has granted to Bank a security interest in certain personal property of Guarantor, including without limitation all right, title and interest of Guarantor in, to and under all of Guarantor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Annex 2 hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including without limitation any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby grant to Bank, as security for the Obligations, a continuing security interest in all of the Guarantor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the **WORK**)



"*Trademark Collateral*"), whether presently existing or hereafter arising or acquired:

each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Annex 1 annexed hereto;

each Trademark license, including without limitation each Trademark license referred to in Annex 2 annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

all products and proceeds of, and income of any kind from, any of the foregoing, including without limitation any claim by the Guarantor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Guarantor agrees to deliver updated copies of Annex 1 and Annex 2 to Bank at the end of any quarter in which Guarantor registers or otherwise adopts or acquires any Trademark not listed on Annex 1 hereto or enters into any Trademark license not listed on Annex 2 hereto, and duly and promptly to execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Guarantor, such further instruments or documents (in form and substance satisfactory to Bank), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of Bank, to carry out the provisions and purposes of Article II of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Bank under the Security Agreement, this Trademark Security Agreement and the other Loan Documents, in the Trademark Collateral (or any portion thereof).

Guarantor agrees that if any Person shall do or perform any acts which Bank reasonably believes constitute an infringement of any Trademark material to Guarantor's business, or violate or infringe any right of Guarantor or Bank therein or if any Person shall do or perform any acts which Bank reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Bank may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable, or necessary or proper for the full protection of the rights of the parties. Bank may take such steps or institute such suits or proceedings in its own name or

in the name of Guarantor or in the names of the parties jointly. Bank hereby agrees to give Guarantor prior notice of any steps taken, or any suits or proceedings instituted, by Bank pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Guarantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and 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.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Obligations under the Security Agreement shall have been indefeasibly repaid in full, Bank shall execute and deliver to Guarantor, at Guarantor's expense and without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of Bank in the Trademark Collateral, subject to any disposition thereof which may have been made by Bank pursuant to the terms hereof or of the Security Agreement. In the event that Bank has disposed of any Trademark Collateral following an Event of Default but prior to the time that all of the Obligations under the Security Agreement have been indefeasibly repaid in full, Bank shall promptly provide notice to Guarantor describing such disposition.

Bank agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and Bank gives written notice to Guarantor of its intention to enforce its rights against any of the Trademark Collateral. So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Security Agreement and the other Loan Documents to which it is a party, Guarantor may use, license and exploit the Trademark Collateral in any lawful manner.

EXCEPT TO THE EXTENT THAT IT IS EXPRESSLY GOVERNED BY FEDERAL LAW, THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

ANNEX 2
Trademark Security Agreement

TRADEMARK LICENSES

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