

09-05-2002



To the Honorable Commission

and original documents or copy thereof.

102211548

1. Name of conveying party(ies):

SAND HILL CAPITAL II, L.P.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership: DELAWARE

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

Execution Date: June 30, 2002

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

Name: FB COMMERCIAL FINANCE, INC.

Address: 11901 OLIVE BOULEVARD

City: ST. LOUIS State: MO Zip: 63141

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: MISSOURI

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 trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,340,181 1,900,210 1,877,473

Additional numbers attached? Yes No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133

6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00

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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

September 4, 2002
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA

09/05/2002 DBYRME 00000130 2340181

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Attachment to Recordation Form Cover Sheet – Trademarks Only

Box 1 Name of Conveying party(ies): Continued

Sand Hill Capital II Q, L.P.

Type of entity: Delaware limited partnership

Sand Hill Capital, LLC

Type of entity: California limited liability company

TRADEMARK SECURITY AGREEMENT

WHEREAS, SAND HILL CAPITAL II, L.P., a Delaware limited partnership, SAND HILL CAPITAL II Q, L.P., a Delaware limited partnership, or SAND HILL CAPITAL, LLC, a California limited liability company (hereinafter each individually, a "Grantor" and collectively, the "Grantors") owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark licenses listed on Schedule I annexed hereto, or is the holder of a security interest in such Trademarks, Trademark registrations, Trademark applications or Trademark licenses; and

WHEREAS, Grantors entered into a Second Amended and Restated Warehousing Credit Agreement dated as of June 30, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with FB COMMERCIAL FINANCE, INC., a Missouri corporation ("Lender"), providing for extensions of credit and other financial accommodations to be made to Grantors by Lender; and

WHEREAS, pursuant to the terms of an Amended and Restated General Security Agreement dated as of June 30, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrowers and Secured Party (in such capacity, "Grantee"), each Grantor has granted to Grantee a security interest in substantially all the assets of such Grantor including all right, title and interest (including, without limitation, as the holder of a security interest) of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement) and the Trademark licenses listed on Schedule I annexed hereto, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest (including, without limitation, any interest which is a security interest held by Grantor in the following hereinafter described property) in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with, the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and each Trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License and each Trademark license listed on Schedule I annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule I and the Trademarks licensed under any Trademark License or under any Trademark license referred to in Schedule I annexed hereto, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License or under any Trademark license referred to in Schedule I annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

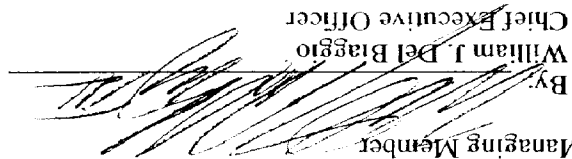
IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer therunto as of the 30th day of June, 2002.

GRANTORS

SAND HILL CAPITAL II, L.P.
a Delaware limited partnership

By: Sand Hill Capital Management L.L.C.
Its General Partner

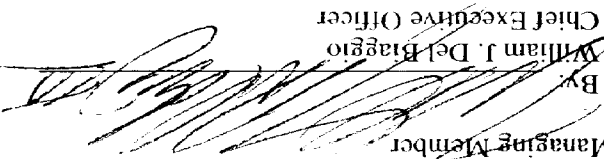
By: Sand Hill Capital Holdings, Inc.
Its Managing Member

By: 
William J. Del Biaggio
Chief Executive Officer

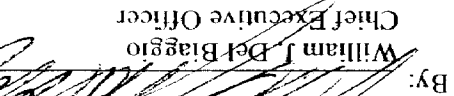
SAND HILL CAPITAL II Q, L.P.
a Delaware limited partnership

By: Sand Hill Capital Management L.L.C.
Its General Partner

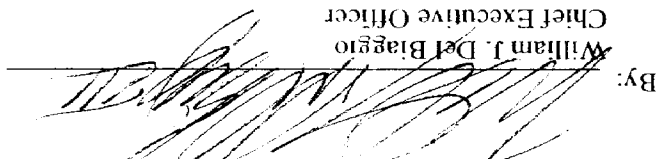
By: Sand Hill Capital Holdings, Inc.
Its Managing Member

By: 
William J. Del Biaggio
Chief Executive Officer

SAND HILL CAPITAL, LLC
a California limited liability company

By: 
William J. Del Biaggio
Chief Executive Officer

SAND HILL CAPITAL HOLDINGS, INC.
a California limited liability company

By: 
William J. Del Biaggio
Chief Executive Officer

Acknowledged:

FB COMMERCIAL FINANCE, INC.

By: 

Printed Name: Philip H. Lykes

Title: SUD

SCHEDULE I

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EMPLOYEE BUILDER SERIES	2340181	April 11, 2000
EMPLOYEE APPRAISER	1900210	June 13, 1995
AUSTIN-HAYNE CORPORATION	1877473	February 7, 1995

Sand Hill/Success/Loan Docs/IP Agmt-1