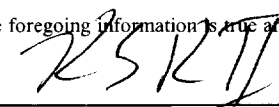


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|---|---|--|
| Form PTO-1594 (Rev 6-93) | <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"> OIPE SEP 20 2002 PATENT & TRADEMARK OFFICE </div> <div style="display: inline-block; vertical-align: middle;"> RECO TF </div> | U.S. Department of Commerce Patent and Trademark Office |
| To the Honorable Commissioner of Patents and Trademarks | | |
| 1. Name of conveying party(ies) BLOCK VISION, INC. | 2. Name and address of receiving party(ies): Name: <u>BANK OF MONTREAL, as administrative agent</u> Internal Address: _____ Street Address: <u>115 South LaSalle Street</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u> Country: _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ <input checked="" type="checkbox"/> Other <u>bank, financial institution</u> | |
| Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>September 4, 2002</u> | If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> 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): SEE SCHEDULE A-L If this document is being filed together with a new application, the execution date of the application is _____ | | |
| A. Trademark Application No.(s) SEE SCHEDULE A-1 | B. Trademark No.(s) SEE SCHEDULE A-1 | |
| Additional numbers attached * Yes <input type="checkbox"/> No | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert E. Rude II</u> Internal Address: <u>Mayer, Brown, Rowe & Maw</u> Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u> | 6. Total number of applications and trademarks involved: <u>2</u> 7. Total fee (37 CFR 3.41): <u>\$ 65.00</u> <input checked="" type="checkbox"/> Enclosed (Check No. 1910) <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ | |
| 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. <div style="display: flex; justify-content: space-between;"> <div> <u>Robert E. Rude II</u> Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div> <u>September 20, 2002</u> Date </div> </div> | | |
| Total number of pages comprising cover sheet and document attachments: 6 | | |

09/25/2002 GTOM11 00000142 76346992

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02 FC:482

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TRADEMARK
REEL: 2588 FRAME: 0662

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

| OWNER | TRADEMARK | REGISTRATION NO. | REGISTRATION DATE |
|--------------------|-----------------------|-----------------------------|---------------------|
| Block Vision, Inc. | "Block Vision, Inc."* | 76/346,992 (Application) | 12/11/01 (Filed) |
| | | 76/365,886 (Application) | 02/4/02 (Filed) |

* Both name and logo.

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TRADEMARK COLLATERAL AGREEMENT

This 4th day of September, 2002, BLOCK VISION, INC., a New Jersey corporation ("Debtor") with its principal place of business and mailing address at 120 West Fayette Street, Suite 700, Baltimore, Maryland 21201, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a chartered bank of Canada ("BOM") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as agent hereunder for the various secured creditors pursuant to that certain Amended and Restated Credit Agreement dated of even date herewith between Block Vision Holdings Corporation ("BVHC"), BOM, individually and as administrative agent and the other lenders from time to time party thereto (said BOM acting as such agent and any successor or successors to BOM acting in such capacity being hereinafter referred to as the "Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;


to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the "Security Agreement"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BLOCK VISION, INC.

By 
Name Andrew A. Corn
Its President

BANK OF MONTREAL, as Agent

By _____
Name _____
Its _____

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BLOCK VISION, INC.

By _____
Name _____
Its _____

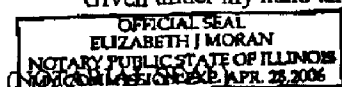
BANK OF MONTREAL, as Agent

By Jack J. Kane
Name JACK J. KANE
Its MANAGER

STATE OF *ILLINOIS*)
COUNTY OF *COOK*) SS

I, ~~Elizabeth J. Moran~~, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jack J. Kane, Vice President of Bank of Montreal, a chartered bank of Canada, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of September, 2002.



Elizabeth J. Moran
Notary Public

ELIZABETH J. MORAN
(Type or Print Name)

My Commission Expires: 04-28-06

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