

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SFI of Delaware, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware Limited Liability Company

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

3. Nature of conveyance:

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

Execution Date: 1/27/03

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal

Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

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

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) 2,206,252

1,313,401 1,320,635 1,354,018

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis, Hwy.

Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed, Authorized to be charged to deposit account

B. Deposit account number:

19-3545

DO NOT USE THIS SPACE

9. Signature.

Christopher E. Kondracki Name of Person Signing

Signature

3/4/03 Date

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

6

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

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SFI of Delaware, LLC a Delaware limited liability company (the "Assignor") with principal offices at 225 West Olney Road, Norfolk, Virginia 23510, hereby assigns and grants to Fleet National Bank, as Collateral Agent, with offices at 100 Federal Street, Boston, Massachusetts 02110 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated U.S. Security Agreement among the Assignor, the other assignors party thereto and the Assignee, dated as of March 10, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 27th of January, 2003.

SFI OF DELAWARE, LLC,
as Assignor

By: Michael L. Schmiekle
Name: Michael L. Schmiekle
Title: Vice President

FLEET NATIONAL BANK,
as, Collateral Agent and Assignee

By: Brian P. Valenti
Name: Brian P. Valenti
Title: Vice President

755754.1

STATE OF Florida
COUNTY OF Palm Beach

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) SS.:
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On this 27th day of January, 2003 before me personally came Michael L. Schmickle, who being duly sworn, did depose and say that he is a Vice President of SFI of Delaware, LLC and that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said limited liability company and that he did so by authority of the Board of Managers of said limited liability company.

Jennifer C. Eitel
Notary Public

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK,

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) SS.:
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On this 14th day of ~~January~~ ^{February}, 2003 before me personally came Brian P. Valenti, who being duly sworn, did depose and say that he is a Vice President of Fleet National Bank and that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the governing body of such Bank.

Nicole M. Davis
Notary Public
my commission expires: 12-22-06



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

O.E.I. BUSINESS PRODUCTS

Registration Number: 2206252
Registration Date: 11/24/1998

O E I

Registration Number: 1313401
Registration Date: 1/8/1985

O E I AND DESIGN

Registration Number: 1320635
Registration Date: 2/19/1985

PC-PAC

Registration Number: 1354018
Registration Date: 8/13/1985