

1-31-03



102352960

ached original documents or copy thereof.

To the Honorable Commissioner of Pa

1. Name of conveying party(ies):

Martin Group, Inc.

1-31-03

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State South Dakota
- 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: January 23, 2003

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
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No(s)

- 1. 76,183,020 (12/19/00)
- 2. 76,183,021 (12/19/00)

B. Trademark Registration No.(s)

- 1. 2,547,289 (3/12/02)

Additional numbers attached? Yes No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

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)

01/31/2003 LNUELLER 00000222 76183020

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
02 FC:8521 50.00 DP

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.

Judy Radoccia
Name of Person Signing

Judy Radoccia
Signature

RECEIVED
JAN 31 11:56
JANUARY 30, 2003
Date

Total number of pages including cover sheet, attachments, and document 8

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, MARTIN GROUP, INC. (formerly known as Martin and Associates, Inc.), with a principal place of business at 1515 North Sanborn Boulevard, Mitchell, South Dakota 57301 (the "Grantor") and FLEET NATIONAL BANK, in its capacity as Agent (in such capacity, together with its successors and assigns, the "Agent"), for the Banks (as defined herein) have entered into a Security Agreement dated as of March 26, 1999 (as amended from time to time, the "Security Agreement"), granting a security interest to secure the payment and performance of the Obligations (as defined in such Security Agreement);

WHEREAS, the Borrower, the Banks and the Agent are parties to a Revolving Credit and Term Loan Agreement dated as of March 26, 1999, as amended by Amendment No. 1 dated as of September 30, 2000, Amendment No. 2 dated as of February 1, 2002 and Amendment No. 3 dated as of January 23, 2003 (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, the Credit Agreement requires among other things, that the Grantor shall execute and deliver this Agreement to secure the payment and performance of the Obligations; and

WHEREAS, the Grantor is the owner and user of the registered trademarks, trade names and service marks listed on Schedule A hereto and all rights in, to and under such registered service marks, trade names and trademarks listed for such Grantor on Schedule A hereto (the "Marks") and the service mark, trade names and trademark applications listed on Schedule A hereto and so identified (collectively, the "Mark Applications"); and

WHEREAS, among the security interests granted by the Grantor to the Agent pursuant to the Security Agreement is a security interest in the Marks and the Mark Applications; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, upon the occurrence of any Event of Default, under and as defined in the Credit Agreement, the Agent shall have all rights of a foreclosing secured party in and to the Marks and the Mark Applications and any proceeds thereof (including any service marks, trade names and trademarks issued as a result of the Mark Applications), including, without limitation, the right, following such foreclosure, to transfer to a purchaser all of the right, title and interest of any of the Grantor in and to any of the Marks and any of the Mark Applications (and any service marks, trade names and trademarks issued as a result of any of the Mark Applications);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Agent has a security interest in the Marks and the Mark Applications listed on Schedule A hereto as security for the Obligations; the Grantor hereby collaterally assigns to the Agent, and grants a security interest to the Agent in all right, title and interest of the Grantor in and to the Marks and the Mark Applications (and in any service marks, trade names and trademarks issued as a result of the Mark Applications) and the goodwill associated therewith; the Grantor agrees that it will not sell or assign any of the Marks or the Mark Applications without the prior written consent of the Agent except as may be

otherwise permitted under the Credit Agreement; and the Grantor and the Agent request that the Commissioner of Patents and Trademarks record this document with respect to the Marks and the Mark Applications.

The Grantor hereby appoints the Agent as its attorney-in-fact (with full power of substitution and resubstitution), coupled with an interest, with the power and authority, after the occurrence, and during the continuance, of any Event of Default, to execute and deliver, in the name and on behalf of such Grantor, and to cause the recording of all such further assignments and other instruments as the Agent may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Grantor agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

This Security Agreement (Trademarks) is made for collateral purposes only. This Security Agreement (Trademarks) and the security interest represented hereby shall terminate when all the Obligations have been indefeasibly paid in full in immediately available funds, and the Banks have no further commitment to lend under the Credit Agreement, at which time, upon the request of the Grantor, the Agent shall execute and deliver to the Grantor, at the Grantor's expense, all termination statements, releases and similar documents that the Grantor shall reasonably request to evidence such termination and the release of the security interests.

All capitalized terms used but not elsewhere defined in this Security Agreement (Trademarks) shall have the meanings ascribed to such terms in the Security Agreement, as applicable. Except as expressly provided herein, the rights, remedies and obligations of the parties hereto are governed by the provisions of the Security Agreement, all of which are incorporated herein by reference and made a part hereof.

[Signature pages follow this page]

EXECUTED as an instrument under seal as of January 23, 2003.

GRANTOR:

MARTIN GROUP, INC.

By: Bruce B. Harman
Name: Bruce B. Harman
Title: Chief Financial Officer

AGENT:

FLEET NATIONAL BANK, as Agent

By: _____
Name: Corinne M. Barrett
Title: Senior Vice President

EXECUTED as an instrument under seal as of January 23, 2003.

GRANTOR:

MARTIN GROUP, INC.

By: _____

Name:

Title:

AGENT:

FLEET NATIONAL BANK, as Agent

By: Corinne M. Barrett

Name: Corinne M. Barrett

Title: Senior Vice President

STATE OF South Dakota)
) ss.
COUNTY OF Davison)

Then personally appeared before me the above-named Bruce D Herman, the duly authorized officer of Martin Group, Inc., and stated that he/she executed the foregoing instrument under the authority of the Board of Directors of Martin Group, Inc. and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 23 day of January, 2007

Jill A. Elter

Notary Public

My commission expires: 11-14-07

SCHEDULE A

Application Serial No.	Date Filed	Trademark/ Service Mark	Registration No.	Date Issued
76183020	2000-12-19	MARTIN GROUP, INC. (words only)	Not Available	Not Available
76273137	2001-06-18	Miscellaneous Design	2547289	2002-03-12
76183021	2000-12-19	OMNIA (words only)	Not Available	Not Available