

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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


<p>1. Name of conveying party(ies): <u>C&amp;G SYSTEMS, INC.</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>Illinois</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>DEUTSCHE BANK TRUST COMPANY</u> Internal Address: <u>AMERICAS (in its capacity as Collateral Agent)</u></p> <p>Street Address: <u>280 Park Avenue</u> City: <u>NEW YORK</u> State: <u>NY</u> Zip: <u>10017</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>New York Banking Corporation</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>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 _____</p> <p>Execution Date: <u>May 23, 2003</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) <u>2297774</u> <u>2298200</u> <u>2297980</u> <u>2295804</u></p>
<p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christine F. Benton</u> Internal Address: <u>Clifford Chance US LLP</u></p> <p>Street Address: <u>200 Park Avenue</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10166</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px 5px;">4</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>115</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>18-1843</u></p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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**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.*

Christine F. Benton                                            6/4/03  
Name of Person Signing                      Signature                      Date

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

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

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2003, by C&G SYSTEMS, INC., an Illinois corporation (the "**Grantor**"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Collateral Agent, for the benefit of itself and the New Term Lenders (the "**Agreement**").

**WHEREAS**, the Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**PTO**") (collectively, the "**Trademarks**"); and

**WHEREAS**, pursuant to the Credit Agreement, the Grantor has entered into that certain Security Agreement, dated as of May 23, 2003 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Collateral Agent, for the benefit of itself and the New Term Lenders; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to Collateral Agent, for the benefit of itself and the New Term Lenders, a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the PTO or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Collateral Agent, for the benefit of itself and the New Term Lenders, of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent, for the benefit of itself and the New Term Lenders, with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is Deutsche Bank Trust Company Americas Corporate Trust & Agency Services – MS NYC03-0912, 280 Park Avenue, New York, NY 10017.

IN WITNESS WHEREOF, the parties hereto duly executed or caused this Supplement to the Security Agreement to be duly executed as of [ 17 ] the date first written above

**C&G SYSTEMS, INC.**

By: James H. Tate  
Name: **James H. Tate**  
Title: **Senior Vice President**

**DEUTSCHE BANK TRUST COMPANY AMERICAS**

By: Richard L. Buchwalter  
Name: **RICHARD L. BUCHWALTER**  
Title: **VICE PRESIDENT**



STATE OF *New York* )

COUNTY OF *New York* ) ss.:

**James H. Tate**

On this 22<sup>nd</sup> day of May, 2003, before me personally appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at 17605 Casandra Dr., Chesterfield, MO 63005 and that he/she is Senior Vice President of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

*Patricia Peterson*

Notary Public

**PATRICIA PETERSON**  
Notary Public, State of New York  
No. 01PE4978514  
Qualified in New York County  
Commission Expires March 4, 2007



**FINAL**

<b>U.S. FEDERAL TRADEMARKS IN THE NAME OF C &amp; G SYSTEMS, INC.</b>		
<b>Mark</b>	<b>Reg. No.</b>	<b>App. No.</b>
AVIATOR	2297774	
MUSTANG	2298200	
NAVIGATOR	2297980	
TAURUS	2295804	