

02-12-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies): DORNA U.S.A., LLC **2-10-03**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other New York limited liability company

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

2. Name and address of receiving party(ies)
 Name: GENERAL ELECTRIC CAPITAL CORPORATION
 Internal Address: Suite 700
 Street Address: 2325 Lakeview Parkway
 City: Alpharetta State: GA Zip: 30004

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 12/31/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/408,215
 B. Trademark Registration No.(s) 1,752,843

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Eric J. Hanson, Esq.
 Internal Address: Smith, Gambrell & Russell, LLP
Suite 3100, Promenade II
 Street Address: 1230 Peachtree Street, N.E.
 City: Atlanta State: GA Zip: 30309-3592

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature:
Eric J. Hanson [Signature] January 10, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

FINANCE SECTION
JAN 10 9:22 AM '03

02/11/2003 ECDPFR 00000260 76408215
01 FC:8521 40.00 PP
02 FC:8522 25.00 PP

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

TRADEMARK REEL: 002669 FRAME: 0673

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2002, by **DORNA U.S.A., LLC**, a New York limited liability company ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent, Fleet National Bank, GE Capital Markets Group, Inc., and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DORNA U.S.A., LLC

By: *Paul Whitby*
Name: Paul Whitby
Title: Senior VP

Address:

800 Third Avenue, 28th Floor
New York, New York 10022

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: *Richard Varalla*
Name: Richard Varalla
Title: Duly Authorized Signatory

Address:

2325 Lakeview Parkway, Suite 700
Alpharetta, Georgia 30004

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF New York ss.

On this 31st day of December, 2002, before me personally appeared Paul Whitby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dorna U.S.A., LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Members/Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Susantysowski

Notary Public

SUSANTYSOWSKI
Notary Public, State of New York
No. 02TY6079334

Qualified in New York County
Certificate Filed in New York County
Commission Expires August 26, 2006

[Notary Seal]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Dorna Trademark Registration No. 1,752,843

TRADEMARK APPLICATIONS

Mark Application No.

Dornavision 76/408,215