

02-13-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102364852 ▼

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): 2-5-03  
Lexicon Marketing Operating Limited

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Barbados international business  
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: January 17, 2003

2. Name and address of receiving party(ies)

Name: The Bank of New York (Collateral Agent)

Internal

Address: \_\_\_\_\_

Street Address: One Wall StreetCity: New York State: NY Zip: 10288

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State New York banking corporation  
☐ 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

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

A. Trademark Application No.(s) \_\_\_\_\_  
please see the attached.B. Trademark Registration No.(s) \_\_\_\_\_  
please see the attached.Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence  
concerning document should be mailed:Name: Michael Reese, Esq.Internal Address: Pillsbury Winthrop LLPStreet Address: One Battery Park PlazaCity: New York State: NY Zip: 10004-14906. Total number of applications and  
registrations involved: 87. Total fee (37 CFR 3.41).....\$ 215.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: Christine Morgan50-2369

DO NOT USE THIS SPACE

9. Signature.

Michael Reese

Name of Person Signing

[Signature]  
SignatureFebruary 5, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

206565-0000031

EU 799368438

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

EU 799368438 US

TRADEMARK  
 REEL: 002671 FRAME: 0476

02/12/2003 6TOM11 00000154 502369 1657270

01 FC:521  
02 FC:52240.00 CH  
175.00 CH

**TRADEMARKS**

<b>Serial No. or Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,657,270	09/17/91	INGLES SIN BARRERAS
1,627,082	12/11/90	INGLES SIN BARRERAS
2,205,186	11/24/98	INGLES SIN BARRERAS
2,235,743	03/30/99	LEXICON (and design)
1,767,686	04/27/93	LEXICON

**TRADEMARK LICENSES**

<b>Serial No. or Registration No.</b>	<b>Owner</b>	<b>Issue or File Date (Renewal Date, if Applicable)</b>	<b>Mark</b>
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**TRADEMARK APPLICATIONS**

<b>Serial No.</b>	<b>Filing Date</b>	<b>Mark</b>
76/406,775	05/9/02	FIRST AMERICORP
76/406,584	05/9/02	STATE OF THE ART THE HISPANIC CALL CENTER
76/406,585	05/9/02	VIDEO TEACHER

MEMORANDUM OF SECURITY INTEREST

United States Department of Commerce  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Ladies and Gentlemen:

Pursuant to (i) the Security Agreement, dated as of January 17, 2003 (as amended, supplemented or otherwise modified from time to time, the "U.S. Security Agreement"), made by Lexicon Marketing Operating Limited in favor of The Bank of New York, and (ii) the Deed of Mortgage of Intellectual Property, dated as of January 17, 2003 (as amended, supplemented or otherwise modified from time to time, the "Barbados Security Agreement"), between Lexicon Marketing Operating Limited and The Bank of New York, Lexicon Marketing Operating Limited, a Barbados international business company (the "Assignor"), has granted to The Bank of New York, as Assignee (the "Assignee" a continuing security interest in, and a continuing lien upon, the Trademarks (as such term is defined in the U.S. Security Agreement) including the trademarks listed on the annexed Exhibit A, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Assignee's security interest in the Trademarks can only be terminated in accordance with the terms of the U.S. Security Agreement and the Barbados Security Agreement.

Dated: January 17, 2003

Very truly yours,

Lexicon Marketing Operating Limited

By:   
Name: BRIAN ARCHIBALD  
Title: CHIEF FINANCIAL OFFICER

ACKNOWLEDGED BY:

The Bank of New York,  
as Assignee

By: \_\_\_\_\_  
Name:  
Title:

PTO Filing

TRADEMARK  
REEL: 002671 FRAME: 0478

STATE OF California )  
 ) ss.  
COUNTY OF Los Angeles

On January 17, 2003, before me, Annette Zaragoza Notary Public  
appeared Brian S. Archibald personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within the Security  
Instrument and acknowledged to me that ~~she~~/he executed the same in ~~her~~/his authorized capacity,  
and that by ~~her~~/his signature on the Security Instrument, the entity upon behalf of which the  
person acted, executed the Security Instrument.

WITNESS my hand and official seal.

Annette Zaragoza  
Signature



Annette Zaragoza, Notary Public  
Name (Typed or Printed)

Notary Page

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Dated: January 17, 2003

Very truly yours,

Lexicon Marketing Operating Limited

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED BY:

The Bank of New York,  
as Assignee

By: [Signature]  
Name: Robert W. Davis  
Title: Senior Vice President

PTO Filing

TRADEMARK  
REEL: 002671 FRAME: 0480

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On January 16, 2003, before me, Robert Lipschitz,  
appeared Robert W. Towns personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within the Security  
Instrument and acknowledged to me that she/he executed the same in her/his authorized capacity,  
and that by her/his signature on the Security Instrument, the entity upon behalf of which the  
person acted, executed the Security Instrument.

WITNESS my hand and official seal.

  
Signature

**ROBERT S. LIPSCHITZ**  
Notary Public, State of New York  
No. 01LI6020276  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires March 1, 2003

Name (Typed or Printed)

Notary Page