



02-28-2003

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

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

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

1. Name of conveying party(ies): 2.21.03 Wachovia Bank, National Association (successor by merger to First Union National Bank), as Administrative Agent

2. Name and address of receiving party(ies) Name: The Bank of New York, as Administrative Agent Internal Address: Street Address: One Wall Street City: New York State: New York Zip: 10286

3. Nature of conveyance: [X] Other Assignment of Security Interest (Trademarks) dated as of February 14, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,593,657

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: SHARON ELWIN, LEGAL ASSISTANT Internal Address: BRYAN CAVE LLP Street Address: 245 PARK AVENUE, 28TH FLOOR City: New York State: New York Zip: 10167

7. Total fee (37 CFR 3.41) \$ 40.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 02-4467 to be charged in the event of a deficiency

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.

Sharon Elwin Name of Person Signing

Sharon Elwin Signature

2/20/03 Date

02/27/2003 DBYRNE 00000163 2593657 01 FC:8521

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

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

TRADEMARK REEL: 002680 FRAME: 0521

ASSIGNMENT OF SECURITY INTEREST (TRADEMARKS)

Reference is made to each of the following:

(a) the Security Agreement, dated as of October 1, 1997, made by, among others, **EXPOEXCHANGE, LLC**, a Delaware limited liability company (the "Debtor"), in favor of **WACHOVIA BANK, NATIONAL ASSOCIATION** (successor by merger to First Union National Bank), as administrative agent (the "Existing Agent"), and the other Lenders referred to therein (the "Secured Parties") (as amended, the "Security Agreement"); and

(b) the Notice of Grant of Security Interest in Trademarks, executed by the Debtor and Existing Agent pursuant to the Security Agreement (the "Notice of Grant of Security Interest in Trademarks").

WHEREAS, the Debtor entered into the Security Agreement and the Notice of Grant of Security Interest in Trademarks, to secure the payment of obligations of the Debtor to the Existing Agent and the other Secured Parties;

WHEREAS, an executed copy of the Notice of Grant of Security Interest in Trademarks was recorded in the United States Patent and Trademark Office on Reel 2319 and Frame 0604 on June 18, 2001; and

WHEREAS, the Existing Agent has assigned its rights under the Security Agreement to **THE BANK OF NEW YORK**, as successor administrative agent (the "Administrative Agent"), under and pursuant to a Commitment Transfer Supplement, Resignation, Appointment and Acceptance Agreement dated as of February 14, 2003, by and among Wachovia Bank, National Association (f/k/a First Union National Bank), in its capacity as the Existing Agent and as a Lender, **THE BANK OF NEW YORK**, in its capacity as the successor Administrative Agent (in such capacity, the "New Agent") and in its capacity as a Lender, TOIC Holdings, LLC and each of the Subsidiary Guarantors party hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Existing Agent hereby:

(a) assigns to the Administrative Agent any and all liens, security interests, right, title and interest of the Existing Agent pursuant to the Security Agreement and the Notice of Grant of Security Interest in Trademarks in the trademarks and other items which are described more fully on Schedule A attached hereto, without recourse or representation or warranty, express or implied; and

(b) authorizes and requests the United States Patent and Trademark Office to note and record the existence of the assignment hereby given.

SCHEDULE A

U.S. Trademarks (registered)

<u>Mark</u>	<u>Regis. No.</u>	<u>Regis. Date</u>
EXPOEXCHANGE and Design	2,478,938	8/21/2001