03-17-2003

Form PTO-1594
(Rev. 03/01)
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RE 7

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

Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies): 3-12-03
Premier Agendas, Inc.
2000 Kentucky Avenue
Bellingham, WA 98226

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State Washington
☐ Other

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

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as Administrative Agent
Internal Address: Independence Center
Street Address: 101 North Tryon Street, 15th Floor
City: Charlotte State: NC Zip: 28255

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☑ Other a National Banking Association

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 Notice of Grant of Security Interest
Execution Date: September 30, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/329,610
B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☑ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven D. Thomas
Internal Address: Moore & Van Allen, PLLC
Street Address: 2200 West Main Street
Suite 800
City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 01

7. Total fee (37 CFR 3.41).....$ 40.00
☑ Enclosed
☑ Authorized to be charged to deposit account

8. Deposit account number:
50-2316

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FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Steven D. Thomas	Steven D. Thomas	March 12, 2003
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 04

03/14/2003 ECOOPER 00000048 76329610
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of September 30, 1998 (the "Security Agreement") by and among the Credit Parties identified therein and Bank of America, N.A. (formerly known as NationsBank, N.A.), as Administrative Agent (the "Administrative Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Credit Party has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the Lenders:

TRADEMARKS		
Trademark Number	Description of Trademark	Date of Trademark
None		

TRADEMARK APPLICATIONS		
Trademark Application Number	Description of Trademark	Date of Trademark Application
76-329,610	DISCOVER AGENDA	10/23/01

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The undersigned Credit Party and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PREMIER AGENDAS, INC.,
a Washington corporation

By: Karen A. Riching
Name: Karen A. Riching
Title: Assistant Secretary

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:_____
Name:
Title:

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The undersigned Credit Party and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PREMIER AGENDAS, INC.,
a Washington corporation

By:_____
Name:
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:_____
Name: Casey Cosgrove
Title: Vice President

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