

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RMC of Illinois, Inc.		03/22/2002	CORPORATION: ILLINOIS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	First Union National Bank, as Administrative agent
<b>Street Address:</b>	201 S. College Street
<b>Internal Address:</b>	CP-23
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288-0680
<b>Entity Type:</b>	National Banking Association: UNITED STATES

<b>PROPERTY NUMBERS Total:</b>	1
<b>Property Type</b>	<b>Number</b>
Registration Number:	1469955

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(919)286-8199
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(919) 286-8122
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com
<b>Correspondent Name:</b>	Moore & Van Allen PLLC
<b>Address Line 1:</b>	2200 W. Main Street
<b>Address Line 2:</b>	Suite 800
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27705

<b>ATTORNEY DOCKET NUMBER:</b>	512485/000991
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<b>NAME OF SUBMITTER:</b>	Steven D. Thomas
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**Total Attachments: 3**  
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**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
U.S. TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of March 22, 2002 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligor party thereto (each an "Obligor" and collectively, the "Obligors") and First Union National Bank, as Administrative Agent (the "Administrative Agent") for the financial institutions referenced therein (the "Lenders"), the undersigned Obligor 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

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
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See Schedule A

Trademark Applications

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
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See Schedule A

The Obligors 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,

**RMC OF ILLINOIS, INC.,**  
an Illinois Corporation

By: G. Lee Bohs  
Name: G. Lee Bohs  
Title: EVP

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,  
as Administrative Agent

By: [Signature]  
Name: DAVID S. SORIA  
Title: MANAGING DIRECTOR

**SCHEDULE A**

**RMC of Illinois, Inc.  
(Illinois Corporation)**

**U.S. Trademark**

**Registered Mark**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
PARTNERS IN MANAGING CHANGE	1,469,955	12/22/87