

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Security Leasing Partners, L.P.		09/23/2003	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	Citizens Bank of Massachusetts, as Administrative Agent
Street Address:	53 State Street
Internal Address:	8th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Massachusetts savings bank: MASSACHUSETTS

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2565236	
Registration Number:	2638668	SLP CAPITAL
Registration Number:	2538962	SLP

CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	617 5701058
Email:	cslattery@goodwinprocter.com
Correspondent Name:	Christine Slattery
Address Line 1:	53 State Street
Address Line 2:	Goodwin Procter LLP
Address Line 4:	Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Christine Slattery
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Total Attachments: 5

**900002098**

**TRADEMARK  
 REEL: 002720 FRAME: 0446**

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NOTICE OF SECURITY INTEREST  
IN TRADEMARKS

WHEREAS, SECURITY LEASING PARTNERS, L.P., a Delaware limited partnership (herein referred to as "Assignor"), has adopted, used and is using the trademarks, including but not limited to those trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, Assignor is obligated to Citizens Bank of Massachusetts (herein referred to as "Assignee"), as administrative agent for itself and for the ratable benefit of the financial institutions party from time to time to the Third Amended and Restated Credit Agreement dated as of August 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Assignor has entered into an Amended and Restated Borrower Pledge and Security Agreement dated as of August 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademark, (collectively, the "Trademark Collateral" as such term is defined in the Security Agreement) to secure the prompt payment in full, performance and observance of all Obligations, as defined in the Credit Agreement now or hereafter owing by the Assignor.

NOW THEREFORE, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, Assignor has granted to Assignee a security interest in and mortgage on, among other things, the Trademark Collateral to secure the prompt payment in full, performance and observance of all Obligations now or hereafter owing by the Assignor.

2. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


3. This instrument is made pursuant to the Security Agreement. Assignor hereby expressly authorizes Assignee to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of Assignor's rights or interests comprising or connected with the Trademarks have been registered or recorded.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the 23 day of September, 2003.

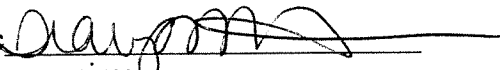
SECURITY LEASING PARTNERS, L.P.

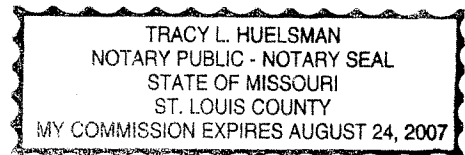
By: SLP Capital II, L.L.C.,  
its sole general partner

By:   
Name: Douglas Schultz  
Title: Chief Financial Officer

STATE OF MISSOURI    )  
                                  )  
COUNTY OF ST. LOUIS )

On this 23 day of September, 2003, before me appeared Douglas Schultz to me personally known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of SLP Capital II, L.L.C the sole general partner of Security Leasing Partners, L.P., the limited partnership named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the limited partnership therein named; and that the foregoing instrument is the free and authorized act and deed of said limited partnership.

Notary Public   
My commission expires:  
(Seal)



ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF MASSACHUSETTS,  
AS ADMINISTRATIVE AGENT




Name: Anne R. Hemmer  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS )  
)  
COUNTY OF SUFFOLK )

On this 13 day of September, 2003, before me appeared Anne R. Hemmer to me personally known, who, being by me duly sworn, did depose and say that she is the Vice President of CITIZENS BANK OF MASSACHUSETTS, the Massachusetts bank named in and which executed the foregoing instrument; that being duly authorized she did execute the foregoing instrument on behalf of the bank therein named; and that the foregoing instrument is the free and authorized act and deed of said bank.

Notary Public

My commission expires

  
Alison E. Callahan

(Seal) My commission expires  
October 16, 2009

SCHEDULE A

SECURITY LEASING PARTNERS, L.P.

REGISTERED TRADEMARKS

<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark</b>
United States	2,565,236	April 30, 2002	Design Only
United States	2,638,668	October 22, 2002	SLP Capital
United States	2,538,962	February 19, 2002	SLP (Assignor has indicated an intent to abandon this mark)