

05-16-2003

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



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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): Susan G. Komen Breast Cancer Foundation, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other

2. Name and address of receiving party(ies) Name: LaSalle Bank National Association Internal Address: Street Address: 135 N. LaSalle Street City: Chicago State: IL Zip: 60603 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: April 30, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/866676; 75/630392; 76/241514; 76/025975; 76/334048 B. Trademark Registration No.(s) 2,634,760; 2,624,137; 2,547,096; 2,547,095; 2,466,556; 2,472,289; 2,650,012; 2,547,942; 2,582,912; 2,497,712; 2,391,754; 2,474,318

6. Total number of applications and registrations involved: 25

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mary E. Dicig Internal Address: Schwartz, Cooper, Greenberger & Krauss, Chtd. Street Address: 180 N. LaSalle Street Suite 2700 City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41): \$ 640.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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.

Mary E. Dicig Name of Person Signing Signature Date May 13, 2003

Total number of pages including cover sheet, attachments, and document: 45

05/16/2003 LNUELLER 00000122 75866676

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

FC:852 40.00 DP DP:FC:852 600.00 DP

TRADEMARK REEL: 002734 FRAME: 0252

4B. Trademark Registration No.(s)

2,323,934; 2,374,595; 2,284,886, 2,228,787;
2,241,614; 2,301,515; 2,346,418; 2,042,685

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 30th day of April, 2003, by and between The Susan G. Komen Breast Cancer Foundation, Inc., a Texas not-for-profit corporation (the "Borrower"), as debtor, whose address is 5005 LBJ Freeway, Suite 250, Dallas, Texas 75244, and LaSalle Bank National Association, a national banking association (the "Bank"), as secured party, whose address is 135 S. LaSalle Street, Chicago, Illinois 60603.

WITNESSETH:

1. In consideration of a loan made by the Bank, as secured party, to the Borrower, and as security therefor, and for the payment of any and all liabilities and obligations of the Borrower to the Bank arising out of the Letter Agreement (as such term is hereinafter defined) or that certain Non-Recourse Secured Promissory Note (the "Note"), dated as of April 30, 2003, and issued by the Borrower to the Bank in the principal amount of \$2,150,000.00 to evidence such borrowing (all of which liabilities and obligations are hereinafter collectively referred to as the "Obligations"), the Borrower does hereby pledge, assign, transfer and deliver to the Bank and does hereby grant to the Bank a continuing and unconditional security interest in and to any and all of the personal property of the Borrower listed on Schedule A attached hereto, whether tangible or intangible and all of the proceeds and products thereof, but not including the proceeds derived from the use of such proceeds by the Borrower or any sublicensee or affiliate of the Borrower.

2. All the aforesaid property, the products and proceeds therefrom and all supporting obligations relating thereto are herein individually and collectively called the "Collateral." The term "Account Debtor" and the terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code of the State of Illinois (the "UCC"). To the extent that any term, as used herein, to identify the Collateral is defined in Article 9 of the UCC and such Article 9 definition is hereafter revised, modified or amended, such term shall also have the additional meanings as so revised, modified or amended.

3. The Borrower shall, at the Bank's request, at any time and from time to time, execute and deliver to the Bank such documents and do such acts as the Bank may deem reasonably necessary in order to establish and maintain valid, attached and perfected security interests in the Collateral in favor of the Bank, free and clear of all liens, claims and rights of third parties whatsoever created by or resulting from the actions or inactions of the Borrower or any of its officers, directors, employees, affiliates, agents or representatives.

The Borrower hereby irrevocably authorizes the Bank to file one or more financing statement(s) with respect to the Collateral without the Borrower's signature. The Borrower hereby irrevocably appoints any officer of the Bank (designated by the Bank for such purpose) its attorney-in-fact, in the Borrower's name, place and stead, to execute such financing statements and other documents and to do such other acts as the Bank may require to perfect and preserve the Bank's security interest in, and to enforce such interests in the Collateral, the

Borrower hereby ratifying and confirming all that said attorney-in-fact may do or cause to be done by virtue hereof.

4. The Bank's security interest in each item of the foregoing Collateral shall be valid, complete and perfected whether or not the same shall be covered by a specific assignment. Until default hereunder, the Borrower shall be entitled to possession of the Collateral enumerated in Section 1 hereof.

5. The Bank shall have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the Borrower shall reasonably request in writing, provided that such request shall not be inconsistent with the Bank's status as the secured party, but failure to comply with any such request shall not be deemed a failure to exercise reasonable care. The Borrower shall keep the Collateral in good order and repair, and shall have sole responsibility for taking such steps as may be necessary, from time to time, to preserve all rights of the Borrower and the Bank in the Collateral against third parties. The Borrower shall permit the Bank to examine and inspect the Collateral at all reasonable times.

6. The Borrower covenants with and warrants to the Bank that: (a) the Borrower will not sell or grant any further security interest in the Collateral or any part thereof, and will not part with possession of the same, except for Inventory sold in the usual and ordinary course of the Borrower's business, or pursuant to any bona fide license or lease of the same; (b) the Borrower will not use or permit the Collateral to be used in violation of any law or ordinance; (c) the Borrower will not remove or permit the Collateral to be removed from the Borrower's address(es) set forth above without the prior written consent of the Bank, except for Inventory sold in the usual and ordinary course of the Borrower's business, or pursuant to any bona fide license or lease of the same; and (d) the Borrower will procure and maintain insurance on the Collateral for the full duration of this Agreement against reasonable risks of loss, damage and destruction (such insurance shall be reasonable to the satisfaction of the Bank in relation to the amount and term of the Obligations and type and value of the Collateral), and shall deliver to the Bank concurrently herewith, or in any event not later than five days from the date hereof, a fully paid policy of insurance containing a Lender's Loss Payable clause reasonably acceptable to and in favor of the Bank. In the event the Borrower, at any time or times hereafter, shall fail to obtain or maintain any of the policies of insurance required above, or to pay any premium in whole or in part relating hereto, then the Bank, without waiving or releasing any obligation or default by the Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so), obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto, which the Bank deems advisable. All sums so disbursed by the Bank, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable on demand by the Borrower to the Bank. The Borrower covenants, warrants and represents to the Bank that all representations and warranties of the Borrower contained in this Agreement (whether appearing in this Section 6 or elsewhere) shall be true at the time of the Borrower's execution of this Agreement, shall survive the execution, delivery and acceptance thereof by the parties hereto and the closing of the transactions described herein or related hereto and shall be true during the duration thereof.

7. (a) The Bank may, but is not required to, take such action, from time to time after default, as it reasonably deems appropriate to maintain or protect the Collateral, and in particular may at any time:

- (i) transfer the whole or any part of the Collateral into the name of itself or its nominee;
- (ii) collect any amounts due on the Collateral directly from persons obligated thereon;
- (iii) vote the Collateral;
- (iv) take control of any proceeds and products of the Collateral;
- (v) sue or make any compromise or settlement with respect to any of the Collateral; or
- (vi) make an election with respect to the Collateral under Section 1111 of the U.S. Bankruptcy Code, or take any action under Section 364 or any other section of the U.S. Bankruptcy Code, now existing or hereafter amended;

provided, however, that any such action taken by the Bank pursuant to this Section 7 shall not in any manner whatsoever impair or affect any liability of the Borrower hereunder, nor prejudice or waive nor be construed to impair, affect, prejudice or waive the Bank's rights and remedies at law, in equity or by statute, nor release or discharge, nor be construed to release or discharge, the Borrower or any guarantor or other person, firm or corporation liable to the Bank for the Obligations, whether now existing or hereafter created or arising, and howsoever evidenced.

(b) None of the following shall affect the Obligations of the Borrower to the Bank under this Agreement or the Bank's rights with respect to the Collateral:

- (i) Acceptance or retention by the Bank of other property or any interest in property as security for the Obligations;
- (ii) Release of all or any part of the Collateral;
- (iii) Release, extension, renewal, modification or compromise of the liability of any guarantor of the Obligations; or
- (iv) Failure of the Bank to resort to other security or pursue the Borrower or any other obligor liable for any of the Obligations before resorting to the Collateral.

8. In addition to any defaults under any note, loan agreement or other agreement executed in favor of the Bank, the Borrower shall be in default hereunder, without notice to or demand on the Borrower, if: (a) the Borrower shall fail to perform any of the promises to be performed hereunder (or under any such note, loan agreement or other agreement executed in favor of the Bank by the Borrower) within ten (10) days after notice thereof; or (b) there shall be

a breach of any warranty or falsity of any representation of the Borrower to the Bank hereunder (or under any such note, loan agreement or other agreement executed in favor of the Bank).

9. To the extent not inconsistent with the terms and provisions of that certain Letter Agreement, dated as of April 14, 2003, by and between the Borrower and the Bank (the "Letter Agreement"), and the Note, upon the occurrence of a default hereunder and Borrower's failure to cure such default within any applicable grace period, the following shall apply:

All Obligations may, at the option of the Bank, and without further demand, notice or legal process of any kind, be declared, and immediately shall become due and payable, and the Bank may exercise, from time to time, any and all rights and remedies available to it under the UCC and any other applicable law in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement or in any other documents, instruments or agreements with the Bank; and the Bank shall have the right to notify the Account Debtors of the security interest of the Bank and to direct the Account Debtors to make payment of such Accounts directly to the Bank. Furthermore, during any period that such default continues in effect, (a) the Borrower hereby irrevocably makes, constitutes and appoints the Bank (and all persons designated by the Bank for that purpose) as the Borrower's true and lawful attorney (and agent-in-fact) to endorse the Borrower's name to checks, drafts, instruments and other items of payment constituting proceeds of the Collateral; (b) the Bank may, at any time, enforce collection of any of the Accounts by suit or otherwise, and surrender or release all or any part thereof, or compromise, extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced by such Account; (c) without notice, demand or legal process of any kind, the Bank may take possession of any or all of the Collateral (in addition to Collateral of which it already has possession), wherever it may be found, and for that purpose may pursue the same wherever it may be found, and may enter into any of the Borrower's premises where any of the Collateral may be or be supposed to be, and search for, take possession of, remove, keep and store any of the Collateral until the same shall be sold or otherwise disposed of; and (d) at the Bank's request, the Borrower will, at the Borrower's expense, assemble the Collateral and make it available to the Bank at a place or places to be designated by the Bank which is reasonably convenient to the Bank and the Borrower. The Borrower agrees that in the event the Borrower fails to perform, observe or discharge any of its Obligations or liabilities under this Agreement or under any other agreements with the Bank, no remedy of law will provide adequate relief to the Bank, and further agrees that the Bank shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. Any notification of intended disposition of all or any of the Collateral required by law shall be deemed reasonable and properly given if given at least ten (10) calendar days before such disposition. Any proceeds of any disposition by the Bank of all or any of the Collateral may be applied by the Bank to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses as hereinafter in this Section 9 provided, and any balance of such proceeds may be applied by the Bank toward the payment of such of the Obligations in such order of application as the Bank may, from time to time, elect. The Borrower also agrees to pay all expenses of collection, and all reasonable legal expenses and attorneys' fees of every kind, paid or incurred by the Bank in enforcing its rights and remedies hereunder, or under any other agreement with the Bank, or in connection with the Collateral, or in defending against any claim, cause of action, defense, counterclaim, setoff or crossclaim based on any act of commission or

omission (except for the Bank's negligence) by the Bank with respect to the Obligations or Collateral, or both.

In addition, upon receipt of written demand from the Bank, the Borrower and its affiliates shall immediately cease all use of those items of collateral identified in the written demand, including, but not limited to, all information, intellectual property, databases and other intangible assets constituting any part of said collateral (collectively, the "Intangibles"), and shall, if directed to do so in such written demand, cause the Borrower's officers, directors, employees, agents and other representatives to deliver to the Bank or its designee all such identified items of collateral, and, with respect to the Intangibles, erase, eliminate and expunge from the files and records of the Borrower and its affiliates, to the fullest extent possible, any and all vestiges of such Intangibles (whether found in hard copy, electronic form or otherwise) that may remain, for any reason, with the Borrower or any of its affiliates after such turnover.

10. THE BANK AND THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT EITHER OR ANY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED OR EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH THE BANK AND THE BORROWER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

11. Any failure of the Bank to exercise any right available hereunder or otherwise shall not be construed as a waiver of the right to exercise the same or any other right at any other time.

12. The Bank may at any time assign the Obligations, or any part thereof, and transfer the Bank's rights in any or all of the Collateral, and the Bank thereafter shall be relieved from all liability with respect to such Collateral. The Borrower may not sell or assign this Agreement, or any other agreement with the Bank or any portion thereof, either voluntarily or by operation of law.

13. The Bank shall further have the exclusive right to determine how, when and what application of such payments and such credits shall be made on the Obligations, and such determination shall be conclusive upon the Borrower.

14. This Agreement has been made and delivered at the main office of the Bank and shall be governed and construed in accordance with the laws of Illinois, without reference to the choice of law provisions of such state. This Agreement shall constitute a continuing agreement, applying to any and all future, as well as existing, transactions, agreements and guaranties between the Borrower and the Bank, and shall be binding upon the Borrower and its respective heirs, legal representatives, successors and assigns. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such

provision shall be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

15. All references herein to the Borrower shall be deemed to include any successor or successors, whether immediate or remote, to such corporation.

16. Any notice or other communication to be given hereunder shall be in writing and served by certified mail, postage prepaid, facsimile or telegram, or delivered in person, addressed to the Borrower at its address as set forth hereinabove, or at such other address as shall be designated by the Borrower in writing in accordance herewith. Any notice to the Bank shall be addressed to it to the attention of the officer who has executed this Agreement for the Bank, at its main office, or such other address as may be designated by the Bank in writing and served in the same manner as herein provided for the Borrower

17. This Agreement (a) is valid, binding and enforceable in accordance with its provisions (except as may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights generally and to general principles of equity) and no conditions exist as to the legal effectiveness of this Agreement; (b) contains the entire agreement between the Borrower and the Bank with respect to the subject matter hereof; (c) is the final expression of their intentions; and (d) supersedes all negotiations, representations, warranties, commitments, offers and contracts (of any kind or nature, whether oral or written) to or contemporaneous with the execution hereof. No prior or contemporaneous representations, warranties, understandings, offers or agreements of any kind or nature, whether oral or written, have been made by the Bank or relied upon by the Borrower in connection with the execution hereof.

18. Neither this Agreement, nor any term hereof may be changed, discharged, terminated or waived, except by an instrument in writing signed by the party against whom enforcement of the change, discharge, termination or waiver is sought.

19. The Borrower represents and warrants to the Bank that the execution and delivery of this Agreement has been duly authorized by the appropriate officers and directors of the Borrower, as applicable, in accordance with law and its by-laws, and that said authorization has not been amended nor rescinded, is in full force and effect, and that the person executing and delivering this Agreement for and on behalf of the Borrower, is duly authorized so to act. The Bank, in executing this Agreement, is expressly relying upon the aforesaid representations and warranties.

20. TO INDUCE THE BANK TO ACCEPT THIS AGREEMENT, THE BORROWER IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS AGREEMENT, SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS. THE BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING ITS SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON FORUM NON-CONVENIENS.

21. The Borrower acknowledges and agrees that the relationship hereby created with the Bank is and has been conducted on an open and arm's length basis in which no fiduciary relationship exists and that the Borrower has not relied and is not relying on any such fiduciary relationship in consummating this Agreement.

22. The Borrower agrees to pay all costs, legal expenses, attorneys' fees and paralegals' fees of every kind, paid or incurred by the Bank in enforcing its rights hereunder, including, but not limited to, litigation or proceedings initiated under the United States Bankruptcy Code, or in respect to any other of the Obligations, or in connection with the Collateral or in defending against any defense, cause of action, counterclaim, setoff or crossclaim based on any act of commission or omission (except the Bank's negligence) by the Bank with respect to this Agreement or any other of the Obligations or Collateral, or both, promptly on demand of the Bank or other person paying or incurring the same.

23. Time is of the essence in making payments of all amounts due the Bank under this Agreement and in the performance and observance by the Borrower of each covenant, agreement, provision and/or term of this Agreement.

24. As used herein, all provisions shall include the masculine, feminine, neuter, singular and plural thereof, wherever the context and facts require such construction and in particular the word "Borrower" shall be so construed.

25. Notwithstanding anything to the contrary contained herein, other than Paragraph 22 hereof, the liability of the Borrower to the Bank hereunder and under the Letter Agreement and the Note shall be limited to the value of the Collateral. No security interest is hereby granted by the Borrower to the Bank in and to the revenues derived by the Borrower and/or its affiliates as a consequence of the occurrence of the Events (as such term is defined in the Letter Agreement).

[The rest of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth hereinabove.

THE SUSAN G. KOMEN
BREAST CANCER FOUNDATION, INC.,
a Texas not-for-profit corporation

By: Susan G. Braun
Title: _____

Susan G. Braun
President and Chief Executive Officer

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

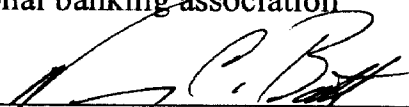
By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth hereinabove.

THE SUSAN G. KOMEN
BREAST CANCER FOUNDATION, INC.,
a Texas not-for-profit corporation

By: _____
Title: _____

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By:  _____
Title: _____
NANCY C. BARRETT
SENIOR VICE PRESIDENT

DESCRIPTION OF COLLATERAL UNDER THE SECURITY AGREEMENT

All property and assets of the Borrower described on the attached Lists A through D, inclusive.

LIST OF TANGIBLE ASSETS

All of the Borrower's right, title and interest in and to, and for the use of, the property and assets described below:

ITEM DESCRIPTION	LOCATION	TAG #	QTY.
100'X300' DINING TENTS	OUTSIDE BACK LOT		4
50' CUSTOM COMMAND CENTER	OUTSIDE DOCK	7	1
20'X20' DINING TENTS	OUTSIDE BACK LOT		42
WESTERN SHELTER TENTS	CAFÉ	71/79	36
30'X20' DINING TENTS	OUTSIDE BACK LOT		18
32' COMMAND CENTER	OUTSIDE BACK LOT		1
RADIOS		93	407
40'X40' DINING TENTS	OUTSIDE BACK LOT		8
8X10 SHIPPING CONTAINERS	OUTSIDE BACK LOT		20
40'X20' DINING TENTS	OUTSIDE BACK LOT		12
VIPER AIR COMPRESSORS	HR	131-134	4
KAWASAKI 4WD MULES 3010	OUTSIDE DOCK	6	4
RO PACS	VARIOUS		100
10'X10' DINING TENTS	OUTSIDE BACK LOT		20
JBL HIGH BOX CABINET	CAFÉ	30/31/45	10
BARRICADES - 24/CART - PVC	VARIOUS		336
COMPUTER MONITORS			230
ROAD CASE WITH SPEAKERS	CREATIVE DEV	115/116	1
LAPTOP - TOSHIBA 4600	SOUND ROOM		14
JBL STAGE MONITOR	CAFÉ	35-37/42	5
8X5 SHIPPING CONTAINERS	OUTSIDE BACK LOT		6
GREEN TOOL BOXES -	HR		4
JACKHAMMERS/TENT TOOLS			
PINE TABLES			185
OFFICE CHAIRS			190
LIGHTING CABLE TRUNK AND		83/90	2
CABLES			
ROLLING TOOL BOX		81	1
MACKIE MIXING CHANNELS BOARD		82	1
AND ROAD CASE			
EASY LAM II ROLL LAMINATOR		87	1
DIMMER CASE AND NSI DIMMER		88	2
RACK WITH DIMMER			
SPOTLIGHT AND ROAD CASE		89	1
(FOLLOW SPOT)			
RACK AND SMALL DJ SYSTEM		94	1
8X20 SHIPPING CONTAINERS	OUTSIDE BACK LOT		2
20'X10' DINING TENTS	OUTSIDE BACK LOT		4
JACKHAMMERS	HR		4
DAS SPEAKERS	RIGGED ON	73	10
JBL SUB WOOFER CABINET	CAFÉ	29/33/34	3

ITEM DESCRIPTION	LOCATION	TAG #	QTY.
TRACK SHELVING - UNITS ON CASTERS	VARIOUS		29
6' TABLES	CAFÉ	70	54
ROAD CASE WITH SPEAKERS	CREATIVE DEV	115/116	1
CAFÉ TABLE CHAIR	CAFÉ		100
ETC LIGHTING DESK - ACCLAIM 100	CAFÉ	46/47	2
BARRICADE CARTS - STEEL	VARIOUS		14
15' CUSTOM MARKETING TRAILER	OUTSIDE BACK LOT		2
PROJECTOR AND SCREEN/MIXER AND 2 SPEAKERS	CREATIVE DEV	102	1
CABLE TRUNK	CAFÉ/CREATIVE DEV	17/22/41/80/86/113	6
BEHRINGER AUDIO MIXER	CREATIVE DEV	111/112	2
CHAIR RACKS	OUTSIDE BACK LOT		7
DJ SYSTEM (CD PLAYER AND MIXER)	CREATIVE DEV	104/107/108	1
MACKI 24 CHANNEL MIXING BOARD	CREATIVE DEV	117	1
STAGE MONITORS - JBL	CAFÉ	18/19	2
SPEAKER - FULL RANGE	CAFÉ	40	2
MAX STAGE	CAFÉ	72	1
FROG LIGHTING DESK	96	91	1
FROG LIGHTING DESK AND ROAD CASE	83	85	1
HONDA EX 4500 GENERATOR	CREATIVE DEV	119	1
ROAD CASE	CREATIVE DEV	120/121/123/124	4
RED PLASTIC PALLETS	VARIOUS		43
DJ SYSTEM (CD PLAYER AND MIXER)	CREATIVE DEV	104/107/108	1
GREEN SLEEPING TENTS - NEW	OUTSIDE BACK LOT	135	50
JBL SPEAKER CABINET	CAFÉ	48/49	2
SPEAKER CABINET HIGH BOX	CAFÉ	52	1
DRAWERED LIGHTING CASE	CREATIVE DEV	98/105/109	3
MIKE STAND CASE	CAFÉ	55/63	2
10' CUSTOM MARKETING TRAILER	OUTSIDE BACK LOT		1
DJ SYSTEM (CD PLAYER AND MIXER)	CREATIVE DEV	104/107/108	1
SPOT LIGHT AND ROAD CASE	CAFÉ	16/69	1
JBL SUB WOOFER	CAFÉ	50	1
SUB WOOFER	CAFÉ	53	1
DA-LITE PROJECTOR SCREEN	CAFÉ	75	5
CAFÉ TABLES	CAFÉ	78	13
JBL EON SPEAKER	CREATIVE DEV	95/114	2
ROAD PACK - EMPTY	CAFÉ	21/23/25/57	4
KARAOKE SYSTEM	CREATIVE DEV	103	1
ROAD CASE FOR SONY TV	CAFÉ	27/28	2
ROAD CASE - EMPTY	CAFÉ	32/65	2
SNAKE AND ROAD CASE 100'	CAFÉ	51	1
RACK WITH MIXER AND TECHNICS CD PLAYER & LEXICON APX EFFECTS UNITS	CAFÉ	77	1
BLUE GIANT DOLLY	OUTSIDE BACK LOT	136/137	2
MIKE STANDS	CAFÉ	55	20
SOUND RACK - EMPTY	CAFÉ	43/44	2

ITEM DESCRIPTION	LOCATION	TAG #	QTY.
LIGHTING CABLE TRUNK	CAFÉ	24	1
DYMAXION RECEPTION DESK	RECEPTION	2	1
DJ CASE	CREATIVE DEV	106	1
PANASONIC 27" TV AND ROAD CASE	CREATIVE DEV	110	1
COPY MACHINE ROAD CASE	COMMAND CENTER	10	1
ROAD CASE	CAFÉ	54	1
ROAD CASE	83	84	1
HOG TROUGH ICE BUCKETS	CREATIVE DEV	122	18
AIR STAR LIGHTS WITH ROAD CASE	CREATIVE DEV	96	5
ROAD CASE	CREATIVE DEV	118	1
POWER DISTRIBUTION BREAKER PANEL	CAFÉ	38	1
CABLE CASE	CAFÉ	39	1
ROAD CASE	CAFÉ	76	1
LCD MONITOR	96	92	1
ROAD CASE - MIKES AND SPEAKER CABLE	CAFÉ	64	1
CABLE TRUNK AND CABLES	CAFÉ	66	1
PODIUM	MAX STAGE	74	1
30'X30' DINING TENTS	OUTSIDE BACK LOT		0
DESK AND SHELVING UNIT	DAN'S OFFICE	125-128	1
JBL SPEAKERS AND SAFETY VIDEO	CREATIVE DEV	99/100/101	1
JBL SPEAKERS AND SAFETY VIDEO	CREATIVE DEV	99/100/101	1
JBL SPEAKERS AND SAFETY VIDEO	CREATIVE DEV	99/100/101	1
DRAWERED ROAD CASE	CAFÉ	67	1
CELL PHONES			292

LIST OF LEASED ASSETS

All of the Borrower's rights and interests (including leasehold interests) in and to, and for the use of, the property and assets described below:

ITEM DESCRIPTION	LOCATION	TAG #	QUANTITY
Forklifts - Trailermate TM50	Outside Dock	12-14	3
DO Computers	Sound Room		150
VSAT	Sound Room		2
Mobile Stages (STAGELINE 100 HYDRAULIC STAGE)	Outside Back Lot/EC		1
Phone System	Server Room		
LHI Cabling	Building		
Cable/Electrical	Building		

LIST OF RECORDED INTANGIBLE ASSETS

All of the Borrower's right, title and interest in and to, and for the use of, the property and assets described below and on the pages attached to this List C:

TRADEMARK	U.S. APPLICATION NO. (SN) OR U.S. OR STATE REGISTRATION NO.	GOODS INCLUDING
BREAST CANCER 3 DAY	75/630393 2,374,595	Class 36
BREAST CANCER 3 DAY	75/630395 2,323,934	Class 25
BREAST CANCER 3 DAY (and Design)	75/630392	Class 36
MISCELLANEOUS DESIGN (for Breast Cancer 3 Day)	75/866676	Class 25
MISCELLANEOUS DESIGN (for Breast Cancer 3 Day)	75/866675 2,497,712	Class 36
NEVER GIVE UP	75/467762 2,284,886	Class 43
NEVER GIVE UP	75/457199 2,228,787	Class 25

5-14-02

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

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U.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):

Pallotta Teamworks

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other additional Security Agreement
- Merger
- Change of Name

Execution Date: August 22, 2001

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address: _____

Street Address: 135 S. LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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) 76405187,
76405186, 76389080, 76389079

B. Trademark Registration No.(s) 2634760,
2624137, 2547095, 2547096

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mary E. Dicig

Internal Address: Schwartz, Cooper, Greenberger
& Krauss, Chtd.

Street Address: 180 N. LaSalle Street
Suite 2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

59

7. Total fee (37 CFR 3.41).....\$ 1,610.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Mary E. Dicig
Name of Person Signing

Mary E. Dicig
Signature

October 28, 2002
Date

Total number of pages including cover sheet, attachments, and document: 17

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

00001
TRADEMARK
REEL: 002734 FRAME: 0269

4A. Trademark Application No.(s)	4B. Trade Registration No.(s)
76389078, 76389077, 76307873, 76246231, 76246230, 76246229, 76246228, 76241514, 76241510, 76241627, 76150932, 76025976, 76025975, 75929460, 75860672, 75929463, 75929462, 75929461, 75929459, 75929458, 75929457, 75929456, 75866676, 75788335, 75788331, 75788330, 75788328, 75788326, 75788325, 75740879, 75740878, 75740877, 75705835, 75630392, 75495674, 75495673	2391754, 2497712, 2466556, 2472289, 2474318, 2582912, 2547942, 2323934, 2374595, 2284886, 2228787, 2241614, 2301515, 2346418, 2042685



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Typed Drawing

Word Mark AFRICAN AIDS TREK
Goods and Services IC 036. US 100 101 102. G & S: Charitable fundraising. FIRST USE: 20010201. FIRST USE IN COMMERCE: 20010201
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76241514
Filing Date April 17, 2001
Supplemental Register Date July 17, 2002
Owner (APPLICANT) Pallotta TeamWorks CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Edward N. Mazlish
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TREK" APART FROM THE MARK AS SHOWN
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Register SUPPLEMENTAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark HANDS ACROSS AMERICA
Goods and Services IC 036. US 100 101 102. G & S: charitable fundraising services
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76025976
Filing Date April 14, 2000
Filed ITU FILED AS ITU
Owner (APPLICANT) PALLOTTA TEAMWORKS CORPORATION CALIFORNIA
 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Attorney of Record Konrad Trope
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "AMERICA"
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Type of Mark SERVICE MARK
Register PRINCIPAL
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Typed Drawing

Word Mark HANDS ACROSS AMERICA
Goods and Services IC 025. US 022 039. G & S: CLOTHING, NAMELY, T-SHIRTS, HATS, SWEATSHIRTS, SWEAT PANTS, SHORTS AND SOCKS MARKETED AND SOLD IN CONJUNCTION WITH CHARITABLE FUNDRAISING ACTIVITIES
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76025975
Filing Date April 14, 2000
Filed ITU FILED AS ITU
Published for Opposition September 25, 2001
Owner (APPLICANT) PALLOTTA TEAMWORKS CORPORATION CALIFORNIA
 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Attorney of Record Konrad Trope
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "AMERICA" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark KIDS MARCH
Goods and Services IC 025. US 022 039. G & S: clothing, namely T-shirts, hats, sweatshirts, sweatpants, shorts and socks. FIRST USE: 20010430. FIRST USE IN COMMERCE: 20010430
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75929456
Filing Date February 28, 2000
Filed ITU FILED AS ITU
Published for Opposition May 22, 2001
Registration Number 2650012
Registration Date November 12, 2002
Owner (REGISTRANT) PALLOTTA TEAMWORKS CORPORATION
 CALIFORNIA 2709 Media Center Drive Los Angeles CALIFORNIA 90065
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record David D. Wexler
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KIDS" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Goods and Services	IC 025. US 022 039. G & S: clothing, namely T-shirts, hats and sweatshirts
Mark Drawing Code	(2) DESIGN ONLY
Design Search Code	020302 020502 020702 261101
Serial Number	75866676
Filing Date	December 7, 1999
Published for Opposition	February 20, 2001
Owner	(APPLICANT) PALLOTTA TEAMWORKS CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Attorney of Record	William Grantham
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Word Mark	BREAST CANCER 3 DAY
Goods and Services	IC 036. US 100 101 102. G & S: charitable fundraising services, namely walk-athons
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	020302 020702 020919 261102 261121
Serial Number	75630392
Filing Date	January 28, 1999
Published for Opposition	February 27, 2001
Owner	(APPLICANT) PALLOTTA TEAMWORKS CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Attorney of Record	William Grantham
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BREAST CANCER 3 DAY" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark	MOBILE CITY
Goods and Services	(ABANDONED) IC 036. US 100 101 102. G & S: Charitable fund raising events and activities. FIRST USE: 19960000. FIRST USE IN COMMERCE: 19960000
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76307873
Filing Date	September 4, 2001
Owner	(APPLICANT) Pallotta TeamWorks CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Clifford Perlman, Esq.
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	DEAD
Abandonment Date	January 16, 2003

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Typed Drawing

Word Mark WEEKEND TO END POVERTY
Goods and Services (ABANDONED) IC 036. US 100 101 102. G & S: Charitable fund raising events and activities
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76246231
Filing Date April 26, 2001
Filed ITU FILED AS ITU
Published for Opposition December 25, 2001
Owner (APPLICANT) Pallotta TeamWorks CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Clifford Perlman
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date September 20, 2002

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Typed Drawing

Word Mark	AIDS VACCINE 3 DAY
Goods and Services	(ABANDONED) IC 042. US 100 101. G & S: Charitable fund raising events and activities
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76246230
Filing Date	April 26, 2001
Filed ITU	FILED AS ITU
Owner	(APPLICANT) Pallotta TeamWorks CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Clifford Perlman
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	DEAD
Abandonment Date	December 12, 2002

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Typed Drawing

Word Mark	AIDS VACCINE 3 DAYS
Goods and Services	(ABANDONED) IC 042. US 100 101. G & S: Charitable fund raising events and activities
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76246229
Filing Date	April 26, 2001
Filed ITU	FILED AS ITU
Owner	(APPLICANT) Pallotta TeamWorks CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Clifford Perlman
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	DEAD
Abandonment Date	December 12, 2002

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Typed Drawing

Word Mark CONSCIENCE WALK FOR TEEN CAUSES
Goods and Services (ABANDONED) IC 025. US 022 039. G & S: Clothing, namely T-shirts, hats, sweatshirts, sweatpants, shorts and socks
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75929460
Filing Date February 28, 2000
Filed ITU FILED AS ITU
Published for Opposition October 31, 2000
Owner (APPLICANT) PALLOTTA TEAMWORKS CORPORATION
 CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record David D. Wexler
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date July 24, 2002

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**Live/Dead
Indicator** DEAD

**Abandonment
Date** December 19, 2002

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Typed Drawing

Word Mark KIDSMARCH
Goods and Services (ABANDONED) IC 036. US 100 101 102. G & S: charitable fundraising services, namely walk-a-thons for participation by children and their parents benefiting various charitable causes. FIRST USE: 20010430. FIRST USE IN COMMERCE: 20010430
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75929463
Filing Date February 28, 2000
Filed ITU FILED AS ITU
Owner (APPLICANT) PALLOTTA TEAMWORKS CORPORATION CALIFORNIA
 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record David D. Wexler
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date September 13, 2002

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Typed Drawing

Word Mark CANOE CONVOY
Goods and Services (ABANDONED) IC 025. US 022 039. G & S: Clothing, namely T-shirts, hats, sweatshirts, sweatpants, shorts and socks
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75929462
Filing Date February 28, 2000
Filed ITU FILED AS ITU
Published for Opposition October 24, 2000
Owner (APPLICANT) PALLOTTA TEAMWORKS CORPORATION
 CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record David D. Wexler
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date July 17, 2002

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Typed Drawing

Word Mark CANOE CONVOY
Goods and Services (ABANDONED) IC 036. US 100 101 102. G & S: Charitable fundraising services, namely canoe trips
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75929461
Filing Date February 28, 2000
Filed ITU FILED AS ITU
Published for Opposition March 6, 2001
Owner (APPLICANT) PALLOTTA TEAMWORKS CORPORATION
 CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record David D. Wexler
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CANOE" APART FROM THE MARK AS SHOWN
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date May 30, 2002

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Typed Drawing

Word Mark CONSCIENCE WALK FOR TEEN CAUSES
Goods and Services (ABANDONED) IC 036. US 100 101 102. G & S: Charitable fundraising services, namely walk-a-thons

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75929459

Filing Date February 28, 2000

Filed ITU FILED AS ITU

Published for Opposition March 6, 2001

Owner (APPLICANT) PALLOTTA TEAMWORKS CORPORATION
 CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record David D. Wexler

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "WALK FOR TEEN CAUSES" APART FROM THE MARK AS SHOWN

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator DEAD

Abandonment Date May 30, 2002

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Typed Drawing

Word Mark GENERATION XCHANGE
Goods and Services (ABANDONED) IC 025. US 022 039. G & S: Clothing, namely T-shirts, hats, sweatshirts, sweatpants, shorts and socks

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75929458

Filing Date February 28, 2000

Filed ITU FILED AS ITU

Published for Opposition October 24, 2000

Owner (APPLICANT) PALLOTTA TEAMWORKS CORPORATION
 CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record David D. Wexler

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator DEAD

Abandonment Date July 17, 2002

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Typed Drawing

Word Mark GENERATION XCHANGE
Goods and Services (ABANDONED) IC 036. US 100 101 102. G & S: Charitable fund raising services, namely walk-a-thons
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75929457
Filing Date February 28, 2000
Filed ITU FILED AS ITU
Published for Opposition October 24, 2000
Owner (APPLICANT) PALLOTTA TEAMWORKS CORPORATION
 CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record David D. Wexler
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date July 17, 2002

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Word Mark	KIDS WALK
Goods and Services	(ABANDONED) IC 025. US 022 039. G & S: clothing, namely, T-shirts, sport shirts, sweat shirts, tank tops, caps, shorts, socks, sweat bands, wrist bands and jackets
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	020502 260701
Serial Number	75495674
Filing Date	June 3, 1998
Filed ITU	FILED AS ITU
Published for Opposition	February 9, 1999
Owner	(APPLICANT) PALLOTTA TEAMWORKS CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	WILLIAM GRANTHAM
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KIDS" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL

TRADEMARK 00042

**Live/Dead
Indicator** DEAD
**Abandonment
Date** June 14, 2002

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Word Mark	KIDS WALK
Goods and Services	(ABANDONED) IC 036. US 100 101 102. G & S: Charitable fund raising services, namely, walkathons for participation by children and their parents benefiting various charitable causes
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	020502 260701
Serial Number	75495673
Filing Date	June 3, 1998
Filed ITU	FILED AS ITU
Published for Opposition	September 12, 2000
Owner	(APPLICANT) PALLOTTA TEAMWORKS CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	WILLIAM GRANTHAM
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KIDS WALK" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL

TRADEMARK 00044

**Live/Dead
Indicator** DEAD

**Abandonment
Date** June 6, 2002

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Typed Drawing

Word Mark	HANDS AROUND AMERICA
Goods and Services	IC 036. US 100 101 102. G & S: CHARITABLE FUND RAISING EVENTS AND ACTIVITIES
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76334048
Filing Date	November 6, 2001
Filed ITU	FILED AS ITU
Published for Opposition	October 29, 2002
Owner	(APPLICANT) Pallotta Team Works CORPORATION CALIFORNIA 1525 Crossroads of the World Los Angeles CALIFORNIA 90028
Attorney of Record	Clifford Perlman
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "AMERICA" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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LIST OF REMAINING PALLOTTA ASSETS

All of the right, title and interest of the Borrower in and to the property and assets described below, all of which right, title and interest was acquired by the Borrower in a private sale (the "Purchaser Private Sale") held in accordance with the provisions of the Uniform Commercial Code held as of April 30, 2003 with respect to certain property and assets of Pallotta TeamWorks, a California corporation (the "Company"):

- (i) all accounts, contracts rights, chattel paper, instruments and general intangibles of the Company;
- (ii) all inventory then now owned by the Company;
- (iii) all machinery, furniture, fixtures and other equipment of every type then owned by the Company;
- (iv) all negotiable and nonnegotiable documents of title covering any of the above described property;
- (v) all rights under contracts of insurance then owned by the Company covering any of the above-described property;
- (vi) all proceeds, products, rents and profits of any of the above-described property;
- (vii) all books and records pertaining to any of the above-described property, including, but not limited to, any computer-readable memory and any computer hardware or software necessary to process such memory;

provided, however, that the following items are not intended to be, nor are they, included in the foregoing list:

- (a) any and all claims, actions, causes of actions and rights owned, held or possessed by the Company against Avon Products Foundation, Inc. and/or any of its officers, directors, shareholders, employees, affiliates, representatives or agents, however or whenever (past, present or future) arising and regardless of the forum in which they may be asserted;
- (b) any and all tax refunds, and claims therefor, belonging to the Company or any person or entity affiliated with the Company;
- (c) any items set forth or described on any of the other exhibits to the Bill of Sale received by the Borrower in connection with the Purchaser Private Sale; and
- (d) any items of Pallotta Collateral (as such term is defined in a certain letter agreement entered into as of April 14, 2003, by and between the Borrower and the Bank.)

UNRECORDED INTANGIBLES

1. The copyrights to all speeches and writings of Daniel M. Pallotta owned by the Debtor, but only to the extent such speeches and writings involve or are related in any way whatsoever to any breast cancer fund raising event;
2. The lists, data, information, trade secrets, copyrights and trademarks owned by the Debtor associated with breast cancer charitable fundraising events, 3DAY events or Breast Cancer 3DAY events; and
3. The following items:

COPYRIGHT	U.S. OR STATE REGISTRATION NO. OR U.S. APPLICATION NO.
Avon Breast Cancer 3 Day - Atlanta POP Return Card	TX 5-186-247
Avon Breast Cancer 3 Day - Boston POP Return Card	TX-5-186-245
Avon Breast Cancer 3 Day - Chicago POP Return Card	Waiting for Copyright Registration Number
Avon Breast Cancer 3 Day - Closing Script	TX 5-207-385
Avon Breast Cancer 3 Day - New York POP Return Card	TX 5-186-246
Avon Breast Cancer 3 Day - Opening Script	TX 5-207-384
Avon Breast Cancer 3 Day - Atlanta – Point of Purchase Display	VA 1-044-993
Avon Breast Cancer 3 Day - Atlanta – Brochure	TXu 956-034
Avon Breast Cancer 3 Day Walker Handbook (Atlanta)	TXu 956-039
Avon Breast Cancer 3 Day - Boston – Point of Purchase Display	VA 1-044-991
Avon Breast Cancer 3 Day - Chicago – Point of Purchase Display	VA 1-044-992
Avon Breast Cancer 3 Day Walker Handbook (Chicago)	TXu 956-038

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REGISTRATION NO. OR
U.S. APPLICATION NO.**

Avon Breast Cancer 3 Day - San Francisco -- Point of Purchase Display	VA 1-044-990
Avon Breast Cancer 3 Day - New York -- Point of Purchase Display	VA 1-044-989
Avon Breast Cancer 3 Day - Washington DC Brochure	TXu956-032
Avon Breast Cancer 3 Day - Washington, D.C. -- Point of Purchase Display	VA 1-044-994
Avon Breast Cancer 3 Day Walker Handbook (Washington, D.C.)	TXu 956-037
Avon Breast Cancer 3 Day - Potential Participant Brochure	TX 5-148-549
Avon Breast Cancer 3 Day - Walker Handbook	TX 5-148-551
Avon Breast Cancer 3 Day Crew Guide	TX 5-187-035
Avon Breast Cancer 3 Day Walker Handbook (Los Angeles)	TX 5/183-461
Avon Breast Cancer 3 Day Walker Handbook (New York)	TXu 956-040
Ceremonies Program Manual	TX 5-186-498
Ceremonies Volunteer Program Manual	TX 5-15_-739
Crew Director Manual	TX 5-144-094
Crew Guide	Waiting for Copyright Registration Number
Guide to Help Applicant Understand Our Culture	TX 5-181-586
Interview Map #1	TX 5-183-460
Interview Map #2	TX 5-183-093
Interview Map #3	TX 5-197-484
Interview Map #4	TX 5-197-483
Potential Participant Brochure	TX 5-148-550
Washington D.C. Avon Breast Cancer 3 Day Potential Participant Brochure	TX-5-250-424