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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):

AOC, LLC

S. 19 B

- Individual(s)
- General partnership
- Corporation-State
- Other Delaware limited liability company

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 5/14/03

2. Name and address of receiving Party(ies)

Name: The Bank of New York

Internal Address: New York, New York

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other New York Banking Corporation

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)

78/124,932
78/232,052

B. Trademark Registration No's

2,625,477 2,571,815
1,447,028 2,613,018
2,441,299 2,670,289
2,463,888 2,461,679
2,463,889

Additional numbers attached? Yes No

OFFICE OF PUBLIC RECORDS
MAY 19 AM 8:12
FINANCE SECTION

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

Name: Jeffrey Chavkin

Internal Address: Bryan Cave LLP
1290 Avenue of the Americas
New York, NY 10104

Street Address: 1290 Avenue of the Americas

City: New York State: NY ZIP: 10104

6. Total Number of applications and registrations involved:.....

11

7. Total fee (37 CFR 3.41):.....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number:

02-4467 - To be charged in the event of any deficiency in the fee presented herewith

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State 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.

Jeffrey Chavkin

May 15, 2003

Name of Person Signing

Signature

Date

Total number of pages including this cover sheet and any attachments: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

AOC, LLC, a Delaware limited liability company (the "Assignor"), is obligated to THE BANK OF NEW YORK, as Agent (the "Assignee"), and has entered into the Amended and Restated Patent and Trademark Security Agreement, dated as of March 31, 1998 (as heretofore amended and as the same may be amended, modified or otherwise supplemented from time to time, the "Agreement") in favor of the Assignee.

Pursuant to the Agreement, the Assignor has granted to the Assignee a security interest in all right, title and interest of the Assignor in and to the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by 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 (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of recording the grant of such security interest, the Assignor does hereby further grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all Obligations, the Assignee will take whatever actions are necessary at the Grantor's expense to release or re-convey to Assignor all right, title and interest of the Assignor in and to the Trademarks.

The Assignee's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its Authorized Officer as of the 14 day of May, 2003.

AOC, LLC

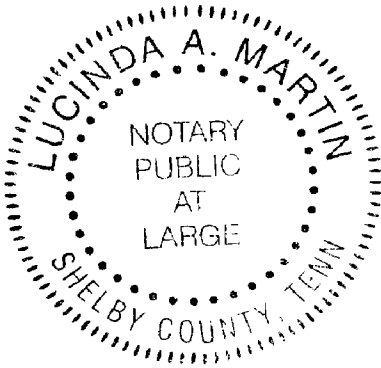
By: FS Norman
Name: Frederick J. Norman
Title: Executive VP CFO

STATE OF TENNESSEE)
) ss.:
COUNTY OF Shelby)

On this 14 day of May, 2003, before me personally appeared Frederick S. Workman, to me known, who, being by me duly sworn, did depose and say that he resides at Memphis, Tennessee, and that he is the Exec. VP, CFO of AOC, LLC, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Lucinda A. Martin
Notary Public

My Commission Expires APRIL 13, 2004



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RECORDED: 05/19/2003

TRADEMARK
REEL: 002736 FRAME: 0421