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12-16-2003

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

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):

Suram Trading Corporation, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other Delaware

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

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal Address:

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

- [ ] Individual(s) citizenship
- [x] Association District of Columbia
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 12/09/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2105252; 2115920

Additional number(s) attached [ ] Yes [x] No

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

Name: King & Spalding LLP

Internal Address: Attn: Deborah Corey

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) $ 65+$120(expedite)

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

12/16/2003 DBYRNE 00000152 2105252
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP
03 FC:8523 120.00 OP

DO NOT USE THIS SPACE

9. Signature.

Deborah Corey	Deborah Corey	December 10, 2003
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of December 9, 2003, by the undersigned ("Pledgor") to and in favor of WACHOVIA BANK, NATIONAL ASSOCIATION ("Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to a certain Revolving Credit and Security Agreement (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), dated of even date herewith, between Pledgor and Secured Party, Pledgor has agreed to execute and deliver in favor of Secured Party this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make credit extensions to Pledgor pursuant to the Credit Agreement, Pledgor agrees with Secured Party as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Secured Party a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the "Trademark Collateral"), whether now existing or hereafter arising or acquired:

(a) all trademarks, including each trademark referred to in Item A ("Trademarks") of Attachment 1 hereto;

(b) all trademark licenses, including each trademark license referred to in Item B ("Trademark Licenses") of Attachment 1 hereto;

(c) all reissues, continuations, extensions or renewals of any of the items described in clauses (a) and (b); and

(d) all products and proceeds of, and rights associated with, the foregoing, including (i) any claim by Pledgor against third parties for past, present, or future infringement of any trademark, trademark registration, or trademark license, including any trademark, trademark registration or trademark license referred to in Item A and Item B of Attachment 1 hereto, and (ii) rights to royalties and other payments with respect to the foregoing.

3. Secured Obligations. This Agreement and the security interest granted hereunder to the Agent secures all Indebtedness, as that term is defined in the Credit Agreement, or any extensions, renewals, refinancings, restructurings, modifications or replacements, in whole or in part, of or for any of the foregoing, and including, without limitation, any interest which would accrue on the foregoing indebtedness, obligations or liabilities but for the filing by or against Pledgor of a proceeding under any bankruptcy, insolvency, receivership or moratorium law. All of the foregoing indebtedness, obligations or other liabilities are herein collectively called the "Secured Obligations".

4. Security Agreement. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to Secured Party under the Credit Agreement and the other Loan Documents. The Credit Agreement and the other Loan Documents (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with their respective terms.

5. Release of Security Interest. At such time as the Secured Obligations have been paid in full and the Credit Agreement has been terminated, Secured Party shall, at Pledgor's expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder.

6. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. Collateral Document, Etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA (EXCLUDING ITS CONFLICT OF LAWS PROVISIONS IF SUCH PROVISIONS WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION) AND APPLICABLE FEDERAL LAWS.

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, and Pledgor has affixed its seal hereto, as of the day and year first above written.

Pledgor:

SURAM TRADING CORPORATION, INC. (SEAL)

By: Guido Adler

Name: Guido Adler
Title: President

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Acknowledged and Accepted:

Secured Party:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____
Name: Ronald S. Cohn
Title: Director

STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on December 9, 2003, personally appeared Guido Adler, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the President of SURAM TRADING CORPORATION, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My commission expires:

[NOTARIAL SEAL]

DIANE S. WHITE NOTARY PUBLIC GEORGIA FULTON COUNTY OCT. 12, 2007

TRADEMARK
REEL: 002764 FRAME: 0568

STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on December 9, 2003, personally appeared Ronald S. Cohn, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Director of WACHOVIA BANK, NATIONAL ASSOCIATION and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

DIANE S. WHITE NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES OCT. 12, 2007

TRADEMARK
REEL: 002764 FRAME: 0569

ATTACHMENT I

A. Trademarks

2,105,252

2,115,920

B. Trademark Licenses