07-09-2003

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hill-Donnelly Corporation

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other Delaware

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 231 South LaSalle Street

City: Chicago State: IL Zip: 60697

- ☐ 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

OFFICE OF PUBLIC RECORDS
2003 JUL -7 AM 9:19
FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: June 24, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,244,210 2,213,944

Additional number(s) attached ☐ Yes ☒ No

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

Name: Jennifer Mikulina

Internal Address: McDermott, Will & Emery
Suite 4400

Street Address: 227 West Monroe Street

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....$ 65.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

13-0206

(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.

Jennifer Mikulina	Jennifer Mikulina	July 2, 2003
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 7

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

07/08/2003 GTON11 00000182 130206 2244210

01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Hill-Donnelly Corporation, a Delaware corporation (the "Grantor") with principal offices at 5711 South 86th Circle, Omaha, NE 68127, hereby grants to Bank of America, N.A., as Collateral Agent, with principal offices at 231 South LaSalle Street, Chicago, Illinois 60697 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same and all damages awarded therefrom.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 6, 2002, and amended and restated as of May 27, 2003 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th day of June, 2003.

HILL-DONNELLY CORPORATION, Grantor

By _____
Name: Stormy L. Dean
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By _____
Name: Jeffery White
Title: Assistant Vice President

Word 15073040.1

STATE OF NEBRASKA)
) ss.:
COUNTY OF Douglas)

On this 24 day of June, 2003, before me personally came Stormy L. Dean, who being duly sworn, did depose and say that he is Chief Financial Officer of Hill-Donnelly Corporation, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Linda Sue Briggs
Notary Public

GENERAL NOTARY-State of Nebraska
LINDA SUE BRIGGS
My Comm. Exp. March 4, 2005

Word 15073040.1

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 26th day of June, 2003, before me personally came _____ Jeffery White _____ who, being by me duly sworn, did state as follows: that [s]he is Assistant Vice President of Bank of America, N.A. that [s]he is authorized to execute the foregoing Grant on behalf of said _____ and that [s]he did so by authority of the Board of Directors of said _____.

Maria Paggao
Notary Public

OFFICIAL SEAL
MARIA PAGGAO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/05

Word 15073005.1

SCHEDULE A

MARK	REG. NO.	REG. DATE
Cross+Search	2,244,210	5/11/99
Cross+Search Plus	2,213,944	12/29/98

PATENT	PATENT NO.	ISSUE DATE
Not Applicable.		