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1-5303

Tab settings

To the Honorable Commissioner of P

102505165

Attached original documents or copy thereof.

1. Name of conveying party(ies): 7-23-03  
RUMCO, INC.

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

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

2. Name and address of receiving party(ies)  
Dymas Funding Company, LLC, as Administrative Agent

Internal Address: \_\_\_\_\_  
Street Address : 1 North Franklin Street, Ste. 3500  
Chicago State: IL Zip: 60606

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State \_\_\_\_\_
- Other Delaware Limited Liability Company

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: June 30, 2003

4. Application number(s) or trademark  
A. Trademark Application No.(s)  
- NONE -

B. Trademark Registration  
2,167,413 2,224,883

Additional numbers attached? NO

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

Name: \_\_\_\_\_  
**RETURN TO:**  
**FEDERAL RESEARCH CORP**  
**1030 15<sup>th</sup> STREET NW**  
**SUITE 920**  
Street Address: **WASHINGTON DC 20005**  
City: \_\_\_\_\_ Stat \_\_\_\_\_ ZIF \_\_\_\_\_

6. Total number of applications and registrations 2

7. Total fee (37 CFR 3.41) \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

07/24/2003 LHMELLER 00000102 2167413  
01 FC:4521 40.00 OP  
02 FC:4522 25.00 OP

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 of the original document.*

Rebecca L. Foley  
Name of Person

Rebecca L. Foley  
Signature

07/21/03  
Date

Total number of pages including cover sheet, attachments, and 5

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

# ASSIGNMENT FOR SECURITY

## TRADEMARKS

WHEREAS, Rumco, Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, among others, has entered into that certain Security Agreement dated as of June 30, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as administrative agent (in such capacity, "Administrative Agent") for certain lenders (the "Assignee");

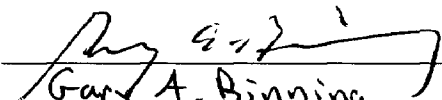
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Assignee and the Lenders (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Assignee and the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 30, 2003.

RUMCO, INC., a Delaware corporation

By:   
Name: Gary A. Binning  
Title: Vice President

STATE OF NY

ss.:

COUNTY OF NY

On this 27 day of June, 2003, before me personally came Sary Binnig, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of Rumco, Inc., a Delaware corporation (the "Corporation"), and that he executed the foregoing instrument in the name of the Corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of the Corporation for the uses and purposes therein mentioned.

John C. Ostling III

JOHN C. OSTLING III  
NOTARY PUBLIC, State of New York  
No. 01085069538  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Nov. 26, 2006

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

**U.S. Trademark Applications**

| MARK | APPLICANT | APPLICATION DATE | SERIAL NO. |
|------|-----------|------------------|------------|
| NONE |           |                  |            |

**U.S. Trademark Registrations**

| MARK   | REGISTRANT   | REGISTRATION DATE | REGISTRATION NO. |
|--|--|-------------------|------------------|
| Rumco Inc. (& Design)  | Rumco, Inc.<br>(formerly known as<br>Rumco Acquisition<br>Corporation) | 06/23/98          | 2,167,413        |
| Say No To Voicemail. At Rumco Inc.<br>Always A Person, Always A Personal Touch | Rumco, Inc.<br>(formerly known as<br>Rumco Acquisition<br>Corporation) | 02/23/99          | 2,224,883        |

**Common Law Marks**

| MARK                           | REGISTRANT  |
|--------------------------------|-------------|
| RUMCO RUMCO, INC. (and design) | Rumco, Inc. |
| RUMCO (and design)             | Rumco, Inc. |

**Foreign Trademark Applications**

| MARK | APPLICANT | APPLICATION DATE | SERIAL NO. |
|------|-----------|------------------|------------|
| NONE |           |                  |            |

**Foreign Trademark Registrations**

| MARK | REGISTRANT | REGISTRATION DATE | REGISTRATION NO. |
|------|------------|-------------------|------------------|
| NONE |            |                   |                  |

Trademark Security Agreement

**RECORDED: 07/23/2003**

**TRADEMARK  
REEL: 002784 FRAME: 0301**