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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):
PNC BANK, National Association successor in interest to
NATIONAL BANK OF CANADA, New York Branch

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

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

2. Name and address of receiving party(ies)

Name: Shore Loan Holdings LLC

Internal
Address: _____

Street Address: One Sound Shore Drive, Suite 302

City: Greenwich State: CT (Zip) 06830

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 domestic representative 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: Assignment of Security Interest

Execution Date July 10, 2003

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

A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,054,391
2,054,392

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

Name: Jason Peters, Esq.

Internal
Address: Andrews & Kurth LLP

Street Address: 600 Travis, Suite 4200

City: Houston State: TX (Zip) 77002

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41).....\$ 80

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0897/146820

DO NOT USE THIS SPACE

9. Signature

Theresa Eversby Name of Person Signing Theresa Eversby Signature Aug 8, 2003 Date

08/13/2003 610M11 00000030 500897 2054391

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

Mail documents to be recorded with required cover sheet information to: 3
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

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

**ASSIGNMENT OF NOTE, CREDIT AGREEMENT, SECURITY AGREEMENT,
CONTRIBUTION AGREEMENT, GUARANTEES AND PLEDGE AGREEMENT**

FOR VALUABLE CONSIDERATION which has been duly received, PNC Bank, National Association, successor in interest to National Bank of Canada, New York Branch (**"Assignor"**), having an address at 70 E. 55th Street, 14th Floor, New York, New York 10022, does hereby grant, bargain, sell, assign, transfer, and set over to Shore Loan Holdings LLC (**"Assignee"**), its successors and assigns, without recourse or warranty of any kind except for the warranties contained in the Loan Sale Agreement between the parties dated as of the date hereof, any right, obligation, title, and interest the Assignor may have in and to that certain:

1. Credit Agreement dated as of December 30, 1999 between Ron Weber and Associates, Inc. and National Bank of Canada, New York Branch;

2. Promissory Note dated as of December 30, 1999 from Ron Weber and Associates, Inc. to National Bank of Canada, New York Branch (the **"Note"**);

3. Security Agreement dated as of December 30, 1999 among Ron Weber and Associates, Inc., Ron Weber and Associates of Illinois, Inc., Ron Weber and Associates of Iowa, Inc., each direct or indirect Subsidiary of Ron Weber and Associates, Inc., Ron Weber and Associates of Illinois, Inc., and Ron Weber and Associates of Iowa, Inc. which may from time to time become a party thereto and National Bank of Canada, New York Branch (the **"Security Agreement"**);

4. Contribution Agreement dated as of December 30, 1999 among Ron Weber and Associates, Inc., Ron Weber and Associates of Illinois, Inc., Ron Weber and Associates of Iowa, Inc., each other Subsidiary of Ron Weber and Associates, Inc., Ron Weber and Associates of Illinois, Inc., and Ron Weber and Associates of Iowa, Inc. that may become a Debtor thereunder from time to time and National Bank of Canada, New York Branch (the **"Contribution Agreement"**);

5. Subsidiary Guarantee dated as of December 30, 1999 by Ron Weber and Associates of Illinois, Inc., Ron Weber and Associates of Iowa, Inc., each other Subsidiary of Ron Weber and Associates, Inc., Ron Weber and Associates of Illinois, Inc., and Ron Weber and Associates of Iowa, Inc. that may become a Guarantor thereunder from time to time, in favor of National Bank of Canada, New York Branch (the **"Subsidiary Guarantee"**);

6. Supplement No. 1 to the Subsidiary Guarantee, Contribution Agreement and Security Agreement dated as of December 30, 1999 by Ron Weber and Associates, Inc. a Nova Scotia corporation;

7. Personal Guarantee dated as of December 30, 1999 by Mr. Ron Weber in favor of National Bank of Canada, New York Branch;

8. Pledge Agreement dated as of December 30, 1999, by Ron Weber and Associates, Inc. as Pledgor, together with Stock Certificate No. 2 of Ron Weber and Associates of Illinois, Inc. and stock power with respect to same executed in blank, Stock Certificate No. 1 of Ron Weber and Associates of Iowa, Inc. and stock power with respect to same executed in blank, and Stock

Certificate No. 2 of Ron Weber and Associates, Inc. a Nova Scotia corporation and stock power with respect to same executed in blank.

9. Forbearance Agreement dated as of September 30, 2002 among Ron Weber and Associates, Inc., Ron Weber and Associates of Illinois, Inc., Ron Weber and Associates of Iowa, Inc., Ron Weber and Associates, Inc., a Nova Scotia corporation, Ron Weber, individually and PNC Bank, National Association as successor in interest to National Bank of Canada, New York Branch.

10. All UCC-1 Financing Statements and recorded security interests in Trademarks set forth in Exhibit 10, attached hereto and made a part hereof.

TOGETHER with all of the Assignor's right title and interest in and to the Note and the money due and to become due thereon, with interest;

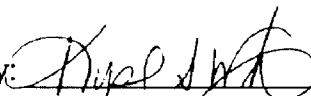
TO HAVE AND TO HOLD the same unto Assignee or its assigns forever, without recourse, subject only to the provisions contained in the Note and the other Loan Documents.

AND Assignor hereby constitutes and appoints Assignee as its true and lawful attorney, irrevocable, in its name or otherwise, but at Assignee's proper costs and charges, to have, use and take all lawful ways and means for the recovery of all the said money and interest, and in case of payment, to discharge the same as fully as Assignor might or could do if these presents were not made.

This Assignment is made without recourse and without warranties or representations of any kind whatsoever, either express or implied.

IN WITNESS WHEREOF, this Assignment has been executed this 10 day of July 2003.

PNC BANK, NATIONAL ASSOCIATION
as successor in interest to National Bank of
Canada, New York Branch

By: 
Name: Kysha A. White
Title: Assistant Vice President