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102525025

To the Honorable Commissioner of Patents and Trademarks: 102525025 attached original documents or copy thereof.

1. Name of conveying party(ies):
RON WEBER AND ASSOCIATES, INC.

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

Execution Date August 1, 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

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OFFICE OF FINANCE

DO NOT USE THIS SPACE

9. Signature: Theresa Gumbly Theresa Gumbly Aug 8 2003
 Name of Person Signing Signature Date

08/13/2003 6TDM11 00000029 500897 2054391

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to: 6
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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

RON WEBER AND ASSOCIATES, INC.
185 Plains Road
Milford, Connecticut 06460

August 1, 2003

Shore Loan Holdings LLC
c/o Atlas Holdings LLC
Suite 302
One Sound Shore Drive
Greenwich, CT 06830
Attn: Tim Fazio, Managing Partner

Dear Mr. Fazio:

Reference is hereby made to (i) that certain Credit Agreement, dated as of December 30, 1999, between Ron Weber and Associates, Inc., a Connecticut corporation ("Borrower"), and National Bank of Canada, New York Branch, (ii) that certain Security Agreement, dated as of December 30, 1999 among Ron Weber and Associates, Inc., a Connecticut corporation, Ron Weber and Associates of Illinois, Inc., an Illinois corporation ("R/W Illinois"), Ron Weber and Associates of Iowa, Inc., an Iowa corporation ("R/W Iowa"; together with R/W Illinois, the "Guarantors"), and National Bank of Canada, New York Branch, and Supplement No. 1 thereto dated as of December 30, 1999 executed by Ron Weber and Associates, Inc., a Nova Scotia corporation ("R/W Nova Scotia") (iii) all other documents executed and delivered in conjunction therewith (collectively, the "Loan Documents"). Shore Loan Holdings LLC, a Delaware limited liability company ("SLH") is the successor in interest to National Bank of Canada, New York Branch with respect to the Loan Documents.

Borrower hereby voluntarily turns over to SLH, pursuant to the terms of the Loan Documents, possession of and control over the Borrower's assets more particularly described on Exhibit A annexed hereto and made a part hereof, which are: (i) subject to the lien and security interest of SLH (the "Collateral"), and (ii) located at the premises more particularly described on Exhibit B annexed hereto and made a part hereof (the "Premises"). The Collateral shall be turned over to SLH at the Premises.

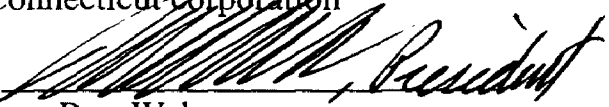
Borrower acknowledges and agrees as follows:

- (i) Borrower is in default under the terms and conditions of the Loan Documents;
- (ii) SLH has a prior, perfected security interest in and to all of the Collateral;

- (iii) SLH may sell all or any portion of the Collateral from time to time on such terms and for such prices as SLH deems advantageous, at public or private sale on such notice, if any, as SLH deems suitable;
- (iv) SLH intends to dispose of the Collateral pursuant to and in accordance with the terms and conditions of the Uniform Commercial Code, as enacted and as amended in the State of New York (the "Code") and to apply the proceeds thereof to Borrower's obligations to SLH under the Loan Documents;
- (v) SLH has the right to undertake all such actions;
- (vi) Borrower has no defense with respect to the Borrower's obligations due to SLH, nor shall Borrower assert any objection or defense to SLH's actions with respect to the Collateral. Borrower hereby waives any and all rights it has or may claim to have under the Code with respect to the Collateral, SLH's rights relating to Borrower's default and SLH's enforcement of its security interests in and to the Collateral;
- (vii) The voluntary surrender and turnover of the Collateral to SLH is not in full satisfaction of Borrower's obligations to SLH under the Loan Documents, and Borrower shall remain liable to SLH for any deficiency balance remaining due to SLH following SLH's liquidation of all or any of the Collateral;
- (viii) The voluntary surrender and turnover of the Collateral is not intended to be in satisfaction of the Borrower's obligations to SLH under the Loan Documents except to the extent the proceeds from the disposition of any of the Collateral, after application of all expenses relating to said disposition, are applied to the satisfaction of said obligations;
- (ix) Borrower hereby renounces its right to notification of disposition of the Collateral under Section 9-611 of the Code; and
- (x) Borrower hereby waives its right to redeem the Collateral under Section 9-623 of the Code.

Very truly yours,

Ron Weber and Associates, Inc.,
A Connecticut corporation

By: 
Name: Ron Weber
Title: President

By signing below, the undersigned acknowledge and agree: (i) to the terms of this letter, (ii) that they each hereby renounce their respective right to notification of disposition of the Collateral under Section 9-611 of the Code, and (iii) that they each waive their respective right to redeem the Collateral under Section 9-623 of the Code.

Ron Weber and Associates of Illinois, Inc.,
An Illinois corporation

By: [Signature]
Name: Ron Weber
Title: President
Date: 8/1/03

Ron Weber and Associates of Iowa, Inc.
An Iowa corporation

By: [Signature]
Name: Ron Weber
Title: President
Date: 8/1/03

Ron Weber and Associates, Inc.,
A Nova Scotia corporation

By: [Signature]
Name: Ron Weber
Title: President
Date: 8/1/03

[Signature]
Ron Weber, individually
Date: 8/1/03

Exhibit A

Collateral

The Collateral surrendered pursuant to this letter is as follows:

- (a) All Receivables of Borrower;
- (b) All Inventory of Borrower;
- (c) All Equipment of Borrower (wherever located) and R/W Illinois (with respect to the Machesney Park location), including, without limitation, all Vehicles (excluding any Equipment subject to purchase money liens if the terms of the Indebtedness secured by such liens expressly prohibit Borrower or R/W Illinois from granting any lien thereon or security interest therein and any Equipment subject to a capital lease which expressly prohibits Borrower or R/W Illinois from granting any lien thereon or security interest therein);
- (d) All Contracts and Contract Rights of Borrower (with respect to the Milford and Machesney Park locations) and R/W Illinois (with respect to the Machesney Park location) (excluding any Contract that expressly prohibits Borrower or R/W Illinois from granting any lien thereon or security interest therein);
- (e) All Instruments and Chattel Paper of Borrower;
- (f) All General Intangibles of Borrower, including, without limitation, all Intellectual Property of Borrower;
- (g) All Investment Property and other Financial Assets of Borrower;
- (h) All Leases of Borrower (with respect to the Milford and Machesney Park locations) and R/W Illinois (with respect to the Machesney Park location) to the extent assignable and ;
- (i) All Fixtures of Borrower (with respect to the Milford and Machesney Park locations) and R/W Illinois (with respect to the Machesney Park location); and
- (j) All books and records (including, without limitation, computer programs, tapes and related electronic data processing software) relating to Borrower's Receivables, Inventory, Equipment, Contracts, Intellectual Property, Investment Property and Financial Assets.

(k) All of the issued and outstanding stock in R/W Nova Scotia

The aforesaid capitalized terms shall have the same meaning given to such terms as set forth in that certain Security Agreement dated as of December 30, 1999, among Borrower, Guarantors and National Bank of Canada, New York Branch, as amended.

Exhibit B

Premises

185 Plains Road
Milford, Connecticut 06460

9942 North Alpine Road
Machesney Park, Illinois 61115