

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2006)
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TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

23324/24

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UNITED ASSET COVERAGE, INC.

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: March 9, 2004

2. Name and address of receiving party(ies):

Name: CAPITALSOURCE FINANCE LLC

Internal Address: _____

Street Address: 4445 Willard Avenue, 12th FloorCity: Chevy Chase State: MD ZIP: 20815

- ☐ 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 designation is ☐ Yes ☐ No

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☐ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,614,685

Additional numbers

☐ Yes ☒ No

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

Name: Mark S. Leonardo, Esq.Internal Address: Brown Rudnick Berlack Israels LLPStreet Address: One Financial CenterCity: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0369

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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing

Signature

Date

9

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Recordation Services

Director of the United States Patent and Trademark Office
 P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

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TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of March 9, 2004 (this "Agreement"), made by and between UNITED ASSET COVERAGE, INC. a Delaware corporation (the "Borrower"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company as administrative, payment and collateral agent for itself and certain other lenders (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit, Term Loan and Security Loan Agreement dated as of March 9, 2004 by and among the Borrower, Agent and the lenders party thereto (collectively, the "Lenders") (as amended, supplemented or otherwise modified from time to time the "Loan Agreement"), the Borrower has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Trademarks, whether presently existing or hereafter arising or acquired for the Borrower's obligations under the Loan Agreement; and

WHEREAS, the Borrower is the owner of the entire right, title and interest in, to and under the Trademarks listed on Schedule 1 hereto; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Loan Agreement, the Borrower hereby agrees with the Agent as follows:

1. Defined Terms.

(a) 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 Loan Agreement.

(b) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the Obligations, the Borrower hereby grants, assigns and conveys to Agent for the benefit of itself and the Lenders as collateral security the entire right, title and interest in and to the Trademarks and all proprietary rights in and to the foregoing, now owned or existing or at any time hereafter acquired by the Borrower or in which the Borrower now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right identified on Schedule 1 attached hereto and made a part hereof, the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of the Borrower's business connected with and symbolized by the Trademarks and all products and proceeds of any and all of the foregoing (referred to collectively as the "Trademark Collateral").

3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the collateral assignment to the Agent of the Trademark Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Borrower, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Assignments of Trademarks and Goodwill. In addition to all other rights granted to the Agent under the Loan Agreement and this Agreement, effective only upon an Event of Default under the Loan Agreement, upon notice by Agent to Borrower, the Borrower hereby sells, assigns, transfers and sets over to the Agent for the benefit of itself and the other Lenders, for collateral purposes only, the Borrower's entire right, title and interest in and to all Trademark Collateral including, without limitation, the goodwill of the Borrower's business connected with and symbolized by the Trademarks.

5. Representations and Warranties. The Borrower represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of the Borrower, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) the Borrower is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, each of the Trademarks;
- (d) the Borrower has good and marketable title to, free and clear of all clear of any liens, charges and encumbrances, all Trademarks; and
- (e) the Borrower has the legal right and authority to enter into this Agreement and perform its terms.

6. Release of Collateral and Termination. This Agreement and all obligations of the Borrower and the Agent hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid and satisfied in full and all commitments and other obligations of the Agent and Lenders to the Borrower have terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Agent shall, at the expense of the Borrower, take such actions as reasonably may be necessary to release its security interest in the Trademark Collateral.

7. Acknowledgement. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

8. Binding Effect; Benefits. This Agreement shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

9. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

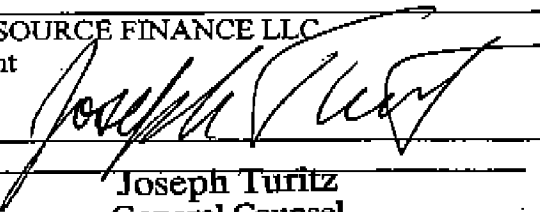
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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

UNITED ASSET COVERAGE, INC. as the Borrower
By: <u>P. Martucci</u> Name: PATRICK J. MARTUCCI Title: CHIEF EXECUTIVE OFFICER
CAPITALSOURCE FINANCE LLC as the Agent
By: _____ Name: _____ Title: _____

[Signature Page to Trademark Security Agreement and Collateral Assignment]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.


UNITED ASSET COVERAGE, INC. as the Borrower	
By:	_____
Name:	_____
Title:	_____
CAPITALSOURCE FINANCE LLC as the Agent	
By:	
Name:	Joseph Turitz
Title:	General Counsel

[Signature Page to Trademark Security Agreement and Collateral Assignment]

COUNTY OF)	
)	SS.
STATE OF)	

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 5th day of March 2004, personally appeared Patrick J. Martucci, known to me to be the Chairman / CEO of United Asset Coverage, Inc. which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.


Notary Public
My commission expires: 9/23/05

[Notary Page to Trademark Security Agreement and Collateral Assignment]



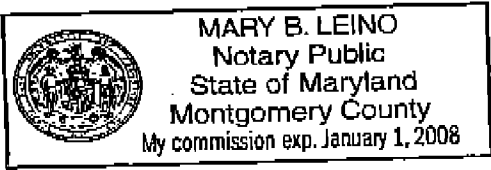
COUNTY OF <u>Montgomery</u>	}	SS.
STATE OF <u>Maryland</u>		

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 5 day of March 2004, personally appeared Joseph Thritz, known to me to be the Gen Counsel of CapitalSource Finance LLC which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Mary B. Leino
Notary Public

[Notary Page to Trademark Security Agreement and Collateral Assignment]



Schedule 1Registered Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filed</u>	<u>Issued</u>
UAC (and Design)	76/238,805	2,614,685	April 5, 2001	September 3, 2002

Trademark Applications

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