

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Notice of Grant of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Savannah College of Art and Design, Inc.		03/11/2004	non-profit corporation: GEORGIA

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	231 S. LaSalle Street
Internal Address:	IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78273052	EX LIBRIS SAVANNAH COLLEGE OF ART AND DESIGN
Serial Number:	78273046	SAVANNAH FILM FESTIVAL
Serial Number:	78273043	SAVANNAH COLLEGE OF ART AND DESIGN
Serial Number:	76497654	SAVANNAH
Serial Number:	76497539	RED
Serial Number:	76497533	R E D
Registration Number:	2686644	SCAD
Registration Number:	2323195	SAVANNAH COLLEGE OF ART AND DESIGN TRAVEL
Registration Number:	2257219	DESIGN PRESS
Registration Number:	2570532	SCAD BEES
Registration Number:	2287532	SAVANNAH COLLEGE OF ART AND DESIGN
Registration Number:	2287531	TRUSTEES THEATER
Registration Number:	2288724	GRYPHON TEA ROOM

OP \$340.00 78273052

CORRESPONDENCE DATA

Fax Number: (919)286-8199

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919 286-8028

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 2200 West Main Street

Address Line 2: Suite 800

Address Line 4: Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	017625.2574
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NAME OF SUBMITTER:	Charles L. Evans
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Total Attachments: 3 source=ngsi-t savannah college#page1.tif source=ngsi-t savannah college#page2.tif source=ngsi-t savannah college#page3.tif
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

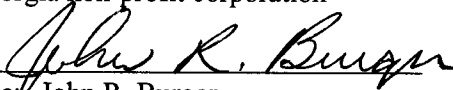
Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of March 11, 2004 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

THE SAVANNAH COLLEGE OF ART AND DESIGN, INC.,
a Georgia non-profit corporation

By: 

Name: John R. Burger

Title: Executive Vice President

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____

Name: Kristine Thennes

Title: Vice President

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

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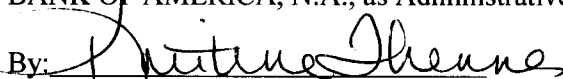
Very truly yours,

THE SAVANNAH COLLEGE OF ART AND DESIGN, INC.,
a Georgia non-profit corporation

By: _____
Name: Brian Murphy
Title: Vice President and Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 

Name: Kristine Thennes
Title: Vice President

Schedule 1

The Savannah College of Art and Design, Inc.
(Georgia Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
SCAD	2686644	2/11/03
SAVANNAH COLLEGE OF ART AND DESIGN TRAVEL and Design	2323195	2/29/00
DESIGN PRESS and Design	2257219	6/29/99
SCAD BEES and Design	2570532	5/21/02
SAVANNAH COLLEGE OF ART AND DESIGN and Design	2287532	10/19/99
TRUSTEES THEATER	2287531	10/19/99
GRYPHION TEA ROOM and Design	2288724	10/26/99

Pending Applications

Mark	Serial No.	Application Date
EX LIBRIS SAVANNAH COLLEGE OF ART AND DESIGN and Design	78273052	7/11/03
SAVANNAH FILM FESTIVAL and Design	78273046	7/11/03
SAVANNAH COLLEGE OF ART AND DESIGN	78273043	7/11/03
SAVANNAH	76497654	3/17/03
RED	76497539	3/17/03
R E D and Design	76497533	3/17/03