

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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


<p>1. Name of conveying party(ies): Miller Zell, Inc., CDI Group, Inc., MZ Retail Services, Inc. and ISD Holdings, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State See Schedule 1 attached <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Wells Fargo Business Credit, Inc.</u> Internal Address: <u>Suite 600</u> Street Address: <u>400 Northridge Road</u> City: <u>Atlanta</u> State: <u>Georgia</u> Zip: <u>30350</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Minnesota</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 5, 2004</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>See Schedule 2 attached hereto</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Sujata Pillai, Paralegal</u> Internal Address: <u>Parker, Hudson, Rainer & Dobbs LLP</u> Street Address: <u>1500 Marquis Two Tower</u> <u>285 Peachtree Center Avenue, N. E.</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30303</u></p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>115</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Sujata Pillai  April 9, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

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

OP \$115.00 268051B

SCHEDULE 1

Conveying Parties

States of Incorporation

Miller Zell, Inc.

Georgia

CDI Group, Inc.

New York

MZ Retail Services, Inc.

Georgia

ISD Holdings, Inc.

Georgia

SCHEDULE 2
UNITED STATES ISSUED TRADEMARKS
REGISTRATIONS

<u>Debtor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Miller Zell, Inc.	MZ MILLERZELL & Design	2680518	01/28/2003
Miller Zell, Inc.	MILLERZELL	2390865	10/30/2000
Miller Zell, Inc.	INTEGRATED STORE DEVELOPMENT	2365397	07/04/2000
Miller Zell, Inc.	ISD	2358797	06/13/2000

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of March 5, 2004, is made by and among MILLER ZELL, INC., a Georgia corporation, CDI GROUP, INC., a New York corporation, MZ RETAIL SERVICES, INC., a Georgia corporation, and ISD HOLDINGS, INC., a Georgia corporation, each having a business location at the address set forth below next to its signature (each a "Debtor" and collectively the "Debtors"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtors and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtors.

As a condition to extending credit to or for the account of the Debtors, the Secured Party has required the execution and delivery of this Agreement by the Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which any Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of each Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Debtor.

3. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees as follows:

(a) *Existence; Authority.* Each Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of such Debtor.

(b) *Patents.* Exhibit A accurately lists all Patents owned or controlled by each Debtor as of the date hereof, or to which such Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) *Trademarks.* Exhibit B accurately lists all Trademarks owned or controlled by each Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to such Debtor’s or any Affiliate’s business(es). If after the date hereof, any Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to such Debtor’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Debtor shall promptly provide

written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) *Affiliates.* As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by any Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then such Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to such Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) *Title.* Each Debtor has absolute title to each respective Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Each Debtor (i) will have, at the time such Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) *No Sale.* Except as permitted in the Credit Agreement, no Debtor will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) *Defense.* Each Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all material claims or demands of all Persons other than those holding Permitted Liens.

(h) *Maintenance.* Each Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) *Secured Party's Right to Take Action.* If any Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives

such Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if any Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) *Costs and Expenses.* Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtors shall pay the Secured Party on demand the amount of all reasonable moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) *Power of Attorney.* To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of such Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Debtor under this Section 3, or, necessary for the Secured Party, during any Default Period, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtors' Use of the Patents and Trademarks. Each Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of

Default, as defined in the Credit Agreement, shall occur; or (b) any Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. During any Default Period, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, each Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. This Agreement can be modified or amended only explicitly in a writing signed by Debtors and Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtors under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights any Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by each Debtor and delivered to the Secured Party, and each Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by any Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality


or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

4715 Frederick Drive, S.W.
Atlanta, Georgia 30336


MILLER ZELL, INC.


By: 

Harmon B. Miller, III
Its: Chief Executive Officer

216 East 45th Street
6th Floor
New York, New York 10017

CDI GROUP, INC.


By: 



Its: Chief Financial Officer

4715 Frederick Drive, S.W.
Atlanta, Georgia 30336

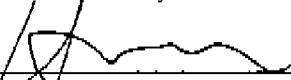
MZ RETAIL SERVICES, INC.

By: 

Harmon B. Miller, III
Its: Chief Executive Officer

4715 Frederick Drive, S.W.
Atlanta, Georgia 30336

ISD HOLDINGS, INC.

By: 

Harmon B. Miller, III
Its: Chief Executive Officer

[Signature continues on following page]

Wells Fargo Business Credit, Inc.400
Northridge Road
Suite 600
Atlanta, Georgia 30350
Telecopier: 770-992-4720
Attention: Portfolio Manager


WELLS FARGO BUSINESS CREDIT, INC.
By: 
DEAN CHAKALOS
Its: V.P.

EXHIBIT AUNITED STATES ISSUED PATENTS

<u>Debtor</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Miller Zell, Inc.	Product display rack	5439122	08/08/1995
Miller Zell, Inc.	Valance assembly	5465516	11/14/1995
Miller Zell, Inc.	Cornice assembly	5511332	04/30/1996
Miller Zell, Inc.	Interactive information kiosk assembly	5663746	09/02/1997
Miller Zell, Inc.	Display assembly	5967343	10/19/1999
Miller Zell, Inc.	Menu board graphics assembly	6178678	01/30/2001
Miller Zell, Inc.	Interactive information kiosk assembly	D373266	09/03/1996

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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EXHIBIT BUNITED STATES ISSUED TRADEMARKS, SERVICE MARKSAND COLLECTIVE MEMBERSHIP MARKSREGISTRATIONS

<u>Debtor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Miller Zell, Inc.	MZ MILLERZELL & Design	2680518	01/28/2003
Miller Zell, Inc.	MILLERZELL	2390865	10/30/2000
Miller Zell, Inc.	INTEGRATED STORE DEVELOPMENT	2365397	07/04/2000
Miller Zell, Inc.	ISD	2358797	06/13/2000

APPLICATIONSCOLLECTIVE MEMBERSHIP MARKSUNREGISTERED MARKS