

Form PTO-159-4
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
 Graebel Companies, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation Delaware
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Harris Trust and Savings Bank
 Internal Address: _____
 Street Address: 111 West Monroe Street
 City: Chicago State: IL ZIP: 60603
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois
 Other _____
 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 names(s) & address(s) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: April 15, 2004

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
76/572,542
 Additional numbers attached? Yes No

B. Trademark Registration No.(s)

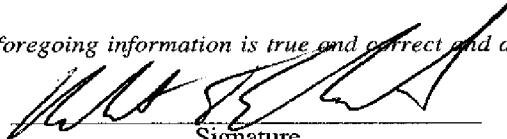
5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert J. Schneider
 Internal Address: Chapman and Cutler LLP

 Street Address: 111 West Monroe Street

 City: Chicago State IL ZIP: 60603

6. Total number of applications and trademarks involved: 1
 7. Total fee (37 CFR 3.41)\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
50-0305
 (Attach duplicate copy of this page if paying by deposit account)
 Attorney Docket No. 1584647

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.
Robert J. Schneider  April 19, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

CH \$40.00 500305 76572542

TRADEMARK COLLATERAL AGREEMENT

This 15th day of April, 2004, Graebel Companies, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 16346 E. Airport Circle, Aurora, Colorado 80011, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement as hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB and any assignee or assignees from HTSB acting in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the


trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GRAEBEL COMPANIES, INC.

By 
Name G. LANE WARE
Title EXECUTIVE VICE PRESIDENT

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Name TREVOR S. TOWNSEND
Title VICE PRESIDENT

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK	SERIAL/ REGISTRATION NO.
MOVE CLUB OF AMERICA	76/572,542