

10/6/03

10-06-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): FASTSIGNS INTERNATIONAL, INC.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State - TEXAS
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services, Inc., as Agent
Street Address: 222 N. LaSalle Street
City: Chicago State: IL Zip: 60601
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Division of a Delaware corporation
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: 09/30/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached
B. Trademark Registration No.(s) See attached
Additional number(s) attached Yes No

B. Trademark Registration No.(s) See attached
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name:
202.765.2700
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.782.2700
Street Address:
City: State: Zip:

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$365.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Penelope S. Johnson
Name of Person Signing
Penelope S. Johnson
Signature
10/02/2003
Date
Total number of pages including cover sheet, attachments, and document: 6

10/07/2003 6TON11 0000061 2524195

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

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TRADEMARK REEL: 002838 FRAME: 0029

Pg. 2 to Resolution Cover Sheet

FASTSIGNS INTERNATIONAL, INC.
U.S. TRADEMARK TRACKING REPORT

Mark	Application Date	Application Number	Reg. Date	Reg. Number	Exp. Date	Next Action Date
DISPLAYWORLD	2/11/2000	75/916547	1/1/2002	2,524,195	1/1/2012	1/1/2007
FASTSIGNS	5/5/2003	78/245907				11/5/2003
FASTSIGNS The One Day Sign and Lettering Experts	4/7/2003	76/505011				
For A Quality Sign That's Right. On Time.	11/10/1999	75/846048	8/15/2000	2,377,803	8/15/2010	8/15/2005
FASTPANEL	1/11/1996	75/041,754	5/19/1998	2,158,025	5/19/2008	5/19/2003
FASTSTAND	1/11/1996	75/041,753	5/19/1998	2,158,024	5/19/2008	5/19/2003
FASTFLEX	12/10/1997	75/402808	5/18/1999	2,245,692	5/18/2009	5/18/2009
Quality Displays. In Just Days.	1/11/1996	75/041,752	1/7/1997	2,028,713	1/7/2007	9/2/2003
SIGN & GRAPHIC SOLUTIONS MADE SIMPLE (all caps)	11/10/1997	75/387,698	11/9/1999	2,290,834	11/9/2009	11/9/2004
www.fastsigns.com	2/11/2000	75/916374	3/5/2002	2,543,943	3/5/2012	3/5/2007
Imagine Click & Quote	9/12/2001	76/312638	7/2/2002	2,588,341	7/2/2012	7/2/2007
FASTSIGNS (Stylized)	11/14/2002	76/466645				
From Concept to Completion	12/24/2002	76/478090				8/29/2003
QUALITY SIGNS. DONE RIGHT. ON TIME.	4/25/1997	75/281,474	3/16/1999	2,231,429	3/16/2009	3/16/2005

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Agreement**”) made as of September 30, 2003 by Fastsigns International, Inc., a Texas corporation (“**Grantor**”) in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (“**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor and Grantee, among others, are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Credit Agreement and Security Agreement.** The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future: (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

FASTSIGNS INTERNATIONAL, INC., a Texas corporation

By: 

Name: Neal Aronson

Title: VICE PRESIDENT & ASSISTANT SECRETARY

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 

Name: Jason J. Swanson

Title: Vice President

Schedule 1 To Trademark Security Agreement

Attached.

Trademark Security Agreement

TRADEMARK
REEL: 002838 FRAME: 0033

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U.S. TRADEMARK TRACKING REPORT

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