

01-13-2004



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Form PTO-1594  
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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): 1.7.04  
 QSI Services, Inc.

Individuals  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: Credit Suisse First Boston (acting through its Cayman Islands Branch)

Internal Address:  
 Street Address: 11 Madison Avenue  
 City: New York State: New York Zip Code: 10010

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership - \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Collateral Agent

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)  Yes  No  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other

Execution Date: November 13, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
1373003

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Helen Bruno, Senior Legal Assistant  
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: New York ZIP: 10036

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

7. Total fee (37 CFR 3.41): ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705 (in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

**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.*

Helen Bruno [Signature] January 7, 2004  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
**Director of US Patent and Trademark Office**  
**PO Box 1450**  
**Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, QSI Services, Inc., a Delaware corporation (the "Grantor") with principal offices at 3802 Corporex Park Drive, Tampa, Florida 33619, hereby grants to CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as Collateral Agent, with principal offices at 11 Madison Avenue, New York, NY 10010, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 13, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

13<sup>th</sup> day of November, 2003.

QSI SERVICES, INC., Grantor

By \_\_\_\_\_  
Name:  
Title:

CREDIT SUISSE FIRST BOSTON,  
acting through its Cayman Islands Branch,  
as Collateral Agent and Grantee

By   
Name: ROBERT HETU  
Title: DIRECTOR

By   
Name: DAVID J. DODD  
Title: ASSOCIATE

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

11<sup>th</sup> day of November, 2003.

QSI SERVICES, INC., Grantor

By Thomas Finkbinder  
Name: THOMAS FINKBINDER  
Title: PRESIDENT

CREDIT SUISSE FIRST BOSTON,  
acting through its Cayman Islands Branch,  
as Collateral Agent and Grantee

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

QDI IP Assignment

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF HILLSBOROUGH )

On this 11<sup>th</sup> day of November, 2003, before me personally came THOMAS  
FINKBINDER who, being by me duly sworn, did state as follows: that he is  
PRESIDENT of QSI SERVICES, INC., that he is authorized to execute the foregoing Grant  
on behalf of said corporation and that he did so by authority of the Board of Directors of said  
corporation.

  
Notary Public



Diane Heiland  
MY COMMISSION # DD146045 EXPIRES  
September 14, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

QDI IP Assignment

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Word Mark "Qualawash"	1,373,003	November 26, 1985