

02-09-2004



102664163

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼

2004 FEB - 9 AM 9:37 ▼

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

1. Name of conveying party(ies):

Lee Wayne Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other January 20, 2004

Execution Date: _____

2. Name and address of receiving party(ies)

Name: GMAC Commercial Finance, LLC

Internal Address: _____

Street Address: 3000 Town Center, Suite 280

City: Southfield State: MI Zip: 48075

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other Delaware limited liability company

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,664,558 1,665,350

1,664,559 2,363,953

2,374,452

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Honigman Miller Schwartz and Cohn LLP

Internal Address: Gayle Aiken

Street Address: 2290 First National Building

City: Detroit State: MI Zip: 48226

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Gayle Aiken
Name of Person Signing

Gayle Aiken
Signature

2/4/04
Date

Total number of pages including cover sheet, attachments, and document: 6

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

02/06/2004 ECDPBR 00000048 1664558

01 FD:8521 40.00 DP
02 FD:8522 100.00 DP

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2004, by the Grantor identified as such on the signature pages hereof ("Grantor"), in favor of GMAC COMMERCIAL FINANCE, LLC ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of May 14, 2003 hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Revolving Loans to Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's Trademarks (as defined below) and Trademark Licenses (as defined below) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

The term "Trademark" shall mean all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United

States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

The term "Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"Grantor"

LEE WAYNE CORPORATION, a Delaware corporation

By: Marc S. Simon
Name: Marc S. Simon
Title: CEO

Address for Notices:

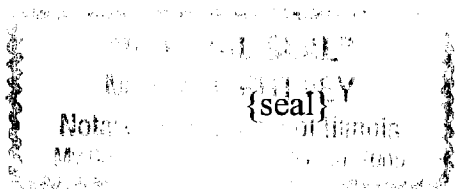
c/o H.I.G. Capital
1001 Brickell Bay Drive, 27th Floor
Miami, FL 33131
Attention: Chris Laitala
Telecopier No.: _____
Telephone No.: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois
COUNTY OF Cook }

SS.

On this 20th day of January, 2004 before me personally appeared Marc Simon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lee Wayne Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Mary K. Tutney
Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO. OR SERIAL NO.	STATUS
SHAW-BARTON	(U.S.) R/N 1,664,558	REGISTERED
SHEDD-BROWN	(U.S.)R/N 1,664,559	REGISTERED
THE THOS. D. MURPHY CO.	(U.S.)R/N 1,665,350	REGISTERED
YEPXPRESS	(U.S.)R/N 2,363,953	REGISTERED
YOUR ELECTRONIC PROGRAM	(U.S.)R/N 2,374,452	REGISTERED