

03-11-2004

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To the Honorable Commissioner of

102690707

red original documents or copy thereof.

1. Name of conveying party(ies):

THE SUTHERLAND GROUP, LTD.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State **New York**
- Other _____

Additional name(s) conveying party(ies) attached: Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 6, 2004

2. Name and address of receiving party(ies):

Name: JPMORGAN CHASE BANK, as Agent

Internal _____

Address: _____

Street Address: One Chase Square

City Rochester State NY Zip 14643

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York State Chartered Bank

If assignee is not domiciled in the United States,
a domestic representative designation
is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) and address(es)
attached: Yes No

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

A. Trademark Application No(s):

78267547

B. Trademark Registration No(s):

None

Additional numbers attached? Yes No

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

Name: _____
Internal _____
Street / _____
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
City: _____

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

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7. Total fee (37 CFR 3.41)

\$4000

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

03/12/2004 6TON11 00000002 78267547

DO NOT USE THIS SPACE

01 FC-8521 Statement and signature. 40.00 DP

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.

Daren J. Stamp
Name of Person Signing

Daren J. Stamp
Signature

March 5, 2004
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 Patents & Trademarks, Box Assignments
Washington, D.C. 20231

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2004 between THE SUTHERLAND GROUP, LTD., a New York corporation ("Grantor") and JPMORGAN CHASE BANK, in its capacity as Administrative Agent and Arranger ("Agent") for the Lenders Party to the Credit Agreement described below, as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement").

W I T N E S S E T H:

WHEREAS, the Grantor and Agent are parties to that certain Trademark Security Agreement dated as of January 29, 2001 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Trademark Agreement"), pursuant to which the Grantor granted to Agent, for itself and for the ratable benefit of Lenders, a security interest in all of Grantor's Trademark Collateral (as defined therein) to secure payment and performance of all Obligations under that certain Credit Agreement dated as of January 29, 2001 (including all annexes, exhibits or schedules thereto, as amended and restated by that certain Second Amended and Restated Credit Agreement, dated as of May 20, 2002, the "Prior Credit Agreement") by and among the Grantor, the Lenders Party thereto and Agent;

WHEREAS, the Grantor, owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor has requested that the Prior Credit Agreement be amended and restated in its entirety pursuant to the terms of the Third Amended and Restated Credit Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Grantor, the Lenders Party thereto from time to time and Agent;

WHEREAS, the Grantor has executed and delivered to the Agent an Amended and Restated Security Agreement dated as of even date herewith, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") pursuant to which the Grantor has granted Agent (in such capacity, "Grantee"), for itself and for the ratable benefit of Lenders, a security interest in substantially all the assets of Grantor including 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 proceeds thereof all to secure the payment and performance of the Obligations (as defined in the Security Agreement);

WHEREAS, as a condition precedent to the amendment and restatement of the Prior Credit Agreement and the extension of credit under the Credit Agreement, Debtor is required to amend and restate the Original Trademark Security Agreement to, among other things, confirm and ratify the Debtor's grant to Agent, for itself and for the ratable benefit of Lenders, under the

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and ratify the Debtor's grant to Agent, for itself and for the ratable benefit of Lenders, under the Original Trademark Security Agreement of a continuing security interest in the Trademark Collateral (as hereinafter defined) to secure the all Obligations under the Credit Agreement;

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby acknowledge, confirm and agree that Grantee, on behalf of itself and Lenders, has and continues to have a continuing security interest in and upon all Trademark Collateral (as hereinafter defined) heretofore granted to Grantee pursuant to the Original Trademark Agreement, and to the extent not otherwise granted thereunder, Grantor hereby grants to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether presently existing or hereafter created or acquired:


(1) each Trademark and application for 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

(2) all products and proceeds of the foregoing, 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.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Terms defined in the Security Agreement and not otherwise defined herein shall have the respective meanings provided for in the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 4 day of February, 2004.

THE SUTHERLAND GROUP, LTD.,
as Debtor

By: 
Title: CHIEF EXECUTIVE OFFICER.

Acknowledged:

JPMORGAN CHASE BANK,
as Administrative Agent and Arranger

By: Hollie C. Calderon
Title: Vice President

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CHASE MMBG

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TRADEMARK

REEL: 002925 FRAME: 0057

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF Monroe)

On the 6 day of February, 2004 before me personally appeared Dilip Velladi to me known, who being by me duly sworn, did depose and say that he/she is CEO of The Sutherland Group, Ltd., the corporation described in and which executed the foregoing instrument; that he/she signed his/her name thereto by order of the board of directors of said corporation.

[Signature]
Notary Public

{Seal}

My commission expires: 5/31/06

ARLENE M. CARROLL
NOTARY PUBLIC IN THE STATE OF NEW YORK
MONROE COUNTY
COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF Monroe)

On the 6 day of February, 2004 before me personally appeared Halle E. Calderon to me known, who being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, as Administrative Agent and Arranger, the corporation described in and which executed the foregoing instrument; that he/she signed his/her name thereto by order of the board of directors of said corporation.

[Signature]
Notary Public

{Seal}

My commission expires: 5/31/06

ARLENE M. CARROLL
NOTARY PUBLIC IN THE STATE OF NEW YORK
MONROE COUNTY
COMMISSION EXPIRES

TRADEMARKS

Service mark granted on January 27, 1997 for the name SGL Technologies.

TRADEMARK APPLICATIONS

Trade mark application pending dated June 26, 2003 for the Sutherland Group as to style and design.

Filing Date	Word Mark	Type of Mark	Serial Number
6/26/2003	THE SUTHERLAND GROUP	Service Mark	78267547