

Form PTO-1594
(rev 3/1)

**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):

**G&D, Inc.
d/b/a Star Guide Corporation
5000 Independence Street
Arvada, Colorado 80002**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - **Colorado**
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

**Credit Suisse First Boston, acting
through its Cayman Islands Branch
Eleven Madison Avenue.
New York, NY 10010**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - **Switzerland**
 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 name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: **Trademark Security Agreement**

Execution Date: **June 30, 2004**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

2218461

Additional numbers attached? Yes No

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

**Jessica Cohen, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: 1

7. Total fee (37 CFR 3.41) **\$40**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/1823)
Authorized User: Michael McGuire

8. Deposit Account No. **19-2385**

DO NOT USE THIS SPACE

9. Signature.

Jessica Cohen
Name


Signature

August 11, 2004
Date

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

CH \$40.00 192385 2218461

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 30, 2004, is entered into by and between G&D, Inc. d/b/a Star Guide Corporation, a Colorado corporation, located at 5000 Independence Street, Arvada, Colorado 80002 (the "Assignor") and Credit Suisse First Boston, acting through its Cayman Islands Branch, (together with its successors and assigns, the "Assignee"), as Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement dated as of June 30, 2004, between the Assignee and each of the other Grantors party thereto, including Assignor (the "Security Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement.

WHEREAS, pursuant to the Security Agreement, Assignor is granting a security interest to the Assignee in certain collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) As security for the prompt and complete payment and performance in full of the Secured Obligations, Assignor hereby grants to Assignee a security interest in and continuing lien on all of Assignor's right, title, and interest in, to, and under the Trademarks, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) For purposes of this Agreement, "Trademarks" shall mean United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 5 of the Security Agreement (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(c) Schedule A hereto contains a true and accurate list of all of Assignor's Trademark registrations and applications.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee, as Collateral Agent, under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, Assignor authorizes the Assignee, upon notice to Assignor, to modify this Agreement in the name of and on behalf of Assignor without obtaining Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by Assignor. Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

4. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

G&D, INC.

("Assignor")

By: 

Name: Stewart A. Fisher
Title: Secretary

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch
("Assignee")

By: _____

Name:
Title:

STATE OF PA)

) ss:

COUNTY OF Montgomery

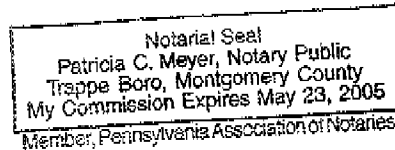
On June 28, 2004 before me, the undersigned, a notary public

in and for said state and county, personally appeared Stewart A. Fisher, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary, on behalf of G&D, INC., a Colorado corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Patricia C. Meyer
Notary Public



My Commission Expires:

5/23/05

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Reg. Date (Filing Date)</u>	<u>Reg. No. (Ser. No.)</u>	<u>Jurisdiction</u>
STAR GUIDE and Design	01/19/1999	2,218,461	United States of America