

5/18/04

05-24-2004

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

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

Tab settings

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

1. Name of conveying party(ies):

APV Consolidated, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: May 4, 2004

2. Name and address of receiving party(ies)

Name: Deutsche Bank AG, London
 Internal
 Address: Winchester House Attn: Sean Malone
 Street Address: 1 Great Winchester Street
 City: London State: UK Zip: EC2 2 EQ

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
1,119,914/73-118,347

Additional number(s) attached Yes No

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

Name: Adam M. Grandy, Legal Assistant

Internal Address: c/o Palmer & Dodge LLP

Street Address: 111 Huntington Avenue
at Prudential Center

City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16/0085

2004 MAY 18 AM 8:45
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Adam M. Grandy
Name of Person Signing

Signature

May 17, 2004
Date

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

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

05/21/2004 MGETACHE 00000061 1119914

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40.00 DP

TRADEMARK
REEL: 002971 FRAME: 0859

TRADEMARK SECURITY AGREEMENT

May 4, 2004

WHEREAS:

- (A) APV Consolidated, Inc. (the **Grantor**), a Delaware corporation whose registered address is 1209 Orange Street, Wilmington, Delaware 19801, is the owner and user of the United States registered trademarks and/or the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) the Pledge and Security Agreement dated March 5, 2004 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) between the Grantor and Deutsche Bank AG London, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Pledge and Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Trademarks;
 - (2) the Senior Credit Facilities Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Senior Credit Facilities Agreement**) among the Grantor, the Security Agent and the other Senior Finance Parties (as defined in the Pledge and Security Agreement); and
 - (3) the Second Lien Credit Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Second Lien Credit Agreement**, and together with the Senior Credit Facilities Agreement, collectively, the **Facilities Agreements**) among the Grantor, the Security Agent and the other Second Lien Finance Parties (as defined in the Pledge and Security Agreement).
- (C) The parties to the Pledge and Security Agreement and the Facilities Agreements contemplate and intend that, if an Event of Default (as defined in the Pledge and Security Agreement) shall occur and be continuing, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Pledge and Security Agreement and the Facilities Agreements in connection with all of the Grantor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Facilities Agreements. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in, all of the Grantor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the **Trademark Collateral**).


2. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant to this Trademark Security Agreement secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing under or in respect of the Pledge and Security Agreement and the Facilities Agreements.
3. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.
4. This Trademark Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Facilities Agreements, and the Grantor and the Security Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement and the Facilities Agreements, the terms and provisions of which are incorporated herein by reference.
5. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 3 day of May, 2004.

Grantor

APV CONSOLIDATED, INC.

By: 

Name: Jules Jay Morris

Title: Vice President, Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By:

Name:

Title:

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the ___ day of May, 2004.

Grantor

APV CONSOLIDATED, INC.

By: _____

Name:

Title:

Security Agent

DEUTSCHE BANK AG LONDON, as Security Agent for and on behalf of the Secured Creditors

By: _____

Name: Jason Bruhl

Sean Malone

Title: Authorized Signatories

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

On this 3rd day of May, 2004, before me personally appeared Jules Jay Morris, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of APV Consolidated, Inc., with authority to do so.

Regina M. Shultz

(Signature of notary public)

My commission expires: 10-7-05

NOTARY PUBLIC
STATE OF MASSACHUSETTS

CHEESWRIGHT'S

NOTARIES PUBLIC

10 Philpot Lane London EC3M 8BR
Telephone: 020 7623 9477 (or) 07000 NOTARIES

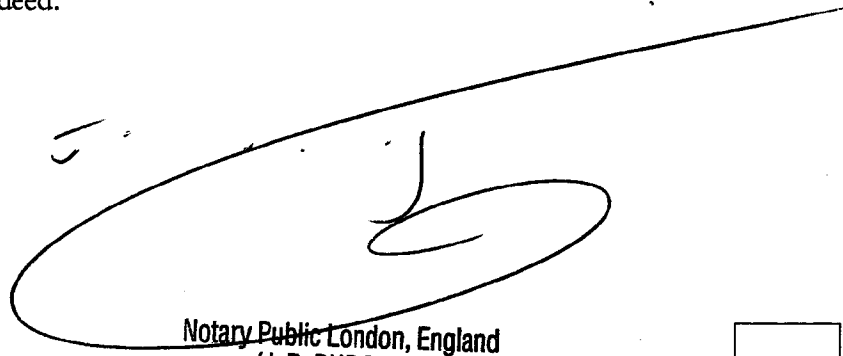
Facsimile: 020 7623 5428
E-mail: notary@cheeswrights.co.uk
www.cheeswrights.co.uk
DX 627/London City EC3

KINGDOM OF ENGLAND)

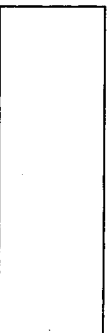
) s.s.

CITY OF LONDON)

On this tenth day of May in the year two thousand and four before me **JEREMY BROOKER BURGESS** of the City of London **NOTARY PUBLIC** by royal authority duly admitted and sworn personally came and appeared **JASON BRUHL** and **SEAN MALONE** who, being by me duly sworn, did depose and say that they reside at London, England; that they are authorized signatories of **DEUTSCHE BANK AG LONDON**, the corporation described in and which executed the annexed instrument; that they were duly authorized to sign the said instrument and so signed it; and that the said corporation delivered the same as its act and deed.



Notary Public London, England
(J. B. BURGESS)
My Commission Expires with Life



N P Ready
Ruth M Campbell J B Burgess E Gardiner
A J Claudet I A Rogers

TRADEMARK

REEL: 002971 FRAME: 0865

[NOTARY EQUIVALENT FOR DEUTSCHE BANK]

SCHEDULE A

TRADEMARKS

Trademark	Registration Number	Filing Date	Registration Date	Country
APV	1,119,914/73-118,347	08 March 77	12 June 79	US