

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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):

Christian Casey LLC
1440 Broadway, 16th Floor
New York, NY 10018

- Individual(s)
- General Partnership
- Corporation-State:
- Other Limited Liability Company
- Association
- Limited Partnership

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

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

Name: HSBC Bank USA, National Association

Internal Address: _____

Street Address: 452 Fifth Avenue

City: New York State: NY ZIP: 10018

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

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 conveyances:

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

Execution Date: November 22, 2004

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

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: Federal Research Corporation

Internal Address: _____

Street Address: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

City: Washingt

6. Total number of applications and registrations involved: _____

9

7. Total fee (37 CFR 3.41): _____

\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-3155

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

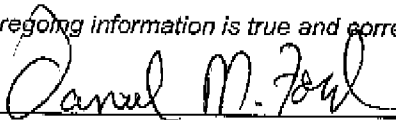
DO NOT USE THIS SPACE

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

Daniel M. Ford

Name of Person Signing



Signature

December 2, 2004

Date

Total number of pages including coversheet, attachments and document: _____

7

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

CHI \$240.00 603156 78164174

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated November 22, 2004, by and between Christian Casey LLC and HSBC Bank, National Association, as Agent.

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
2,466,699	7/3/01	SEAN JOHN
2,409,545	11/28/00	SEAN JOHN
2,778,092	10/28/03	SEAN JOHN
78/154,174	8/14/02	SEAN JOHN
78/235,399	4/8/03	SEAN JOHN
78/394,013	3/31/04	SEAN JOHN
78/422,429	5/20/04	SEAN JOHN
78/422,388	5/20/04	SEAN JOHN
78/320,925	10/30/03	SJC SEAN JOHN

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, CHRISTIAN CASEY LLC, a limited liability company formed under the laws of New York, located at 1440 Broadway, 16th Floor, New York, New York 10018 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Trademarks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to HSBC BANK USA, NATIONAL ASSOCIATION, successor by merger to HSBC Bank USA ("HSBC") and various other financial institutions (collectively, "Lenders") and HSBC as agent for Lenders ("Agent") pursuant to a certain Financing Agreement, dated as of November 20, 2003, among Agent, Lenders and Borrower (as each may be amended, modified, restated or supplemented from time to time, the "Agreement"); and

WHEREAS, pursuant to the Agreement, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Trademarks, the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[SIGNATURE PAGE FOLLOWS]

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreement.

Dated: New York, New York
November 22, 2004

Witness:

CHRISTIAN CASEY LLC

By: 
Name: Derek Ferguson
Its: CEO

Witness:

HSBC BANK USA, NATIONAL
ASSOCIATION, successor by merger to
HSBC Bank USA, as Agent

By: _____
Name:
Its:

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreement.

Dated: New York, New York
November 22, 2004

Witness:

CHRISTIAN CASEY LLC

By: _____

Name:
Its:

Witness:

HSBC BANK USA, NATIONAL
ASSOCIATION, successor by merger to
HSBC Bank USA, as Agent

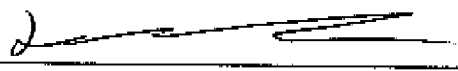
By: Douglas Taliaferro

Name: Douglas Taliaferro
Its: S.V.P.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the 1st day of ~~November~~^{December}, 2004, before me personally came
David Edgman to me known, who being by me duly sworn, did depose and say
s/he is the Cfo of CHRISTIAN CASEY LLC, the limited liability company
described in and which executed the foregoing instrument; and that s/he was authorized to sign
her/his name thereto.



Notary Public
My Commission Expires:

LEONARD TODD KAHN
NOTARY PUBLIC, State of New York
No. 31-4966988
Qualified in New York County
Commission Expires ~~May 21, 10~~
11/21/06

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the ___ day of November, 2004, before me personally came
_____ to me known, who being by me duly sworn, did depose and say
s/he is the _____ of HSBC BANK USA, NATIONAL ASSOCIATION, the
corporation described in and which executed the foregoing instrument; and that s/he was
authorized to sign her/his name thereto.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the ____ day of November, 2004, before me personally came _____ to me known, who being by me duly sworn, did depose and say s/he is the _____ of CHRISTIAN CASEY LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the 22nd day of November, 2004, before me personally came Douglas Taliaferro to me known, who being by me duly sworn, did depose and say s/he is the SVP of HSBC BANK USA, NATIONAL ASSOCIATION, the corporation described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto.

Rosemary Degnan
Notary Public
My Commission Expires:

ROSEMARY DEGNAN
No. 01DE4809656
Notary Public, State of New York
Qualified in Nassau County
My Commission Expires Feb. 28, 2007