

**RECORD
TR.**

07-14-2004



ET U.S. DEPARTMENT OF
Patent and Trademark

Tab settings

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To the Honorable Commissioner of Patents and Trademarks Original documents or copy thereof.

214-28

1. Name of conveying party(ies):
RPSI, INC.

- Individual(s)
 - General Partnership
 - Corporation-State DE
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

- Association
- Limited Partnership

2. Name and address of receiving party(ies)
Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Second Lien Collateral Agent
Internal Address: _____
Street Address : 222 North LaSalle Street, 17th Floor
City: Chicago State: IL Zip: 60601

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

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 1, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)
78438946

B. Trademark Registration
2119553 2142148

Additional numbers attached? NO

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

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

Street Address: _____
City: _____ Stat _____ ZIP _____

6. Total number of applications and registrations 3

7. Total fee (37 CFR 3.41)..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

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

07/15/2004 LNUELLER 00000010 78438946

DO NOT USE THIS SPACE

01 FCT8321 40.00 OP
02 FCT8522 50.00 OP

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 of the original document.*

Rebecca L. Ramstrom
Name of Person

Rebecca L. Ramstrom
Signature

07/07/04
Date

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

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 1st day of July, 2004 by **RPSI, INC.**, a Delaware corporation ("**Grantor**") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Second Lien Collateral Agent (here, the "**Grantee**") for the Second Lien Secured Parties (as such term is defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, Retriever Acquisition Co., a Delaware corporation ("**Acquisition Co.**"; Acquisition Co. together with each other Person who becomes a party to the Credit Agreement by execution of a joinder thereto, including, without limitation Grantor, are referred to individually as a "**Borrower**" and collectively as the "**Borrowers**"), the Funds Administrator (as defined in the Credit Agreement), Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent, Agent, First Lien Collateral Agent, Second Lien Collateral Agent, and Sole Lead Arranger and the Lenders party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of the Second Lien Secured Parties, a security interest in substantially all of 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 products and proceeds thereof, to secure the payment of the Second Lien Obligations owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, including without limitation, Section 17 of the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Second Lien Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Second Lien Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing Second Priority Lien on Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each 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

(ii) all products and proceeds of the forgoing, 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.


[Remainder of page intentionally left blank; signature page follows.]

Trademark Security Agreement
Second Lien Collateral Agent

TRADEMARK
REEL: 003006 FRAME: 0997

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RPSI, INC., a Nebraska corporation

By: 
Name: BERNARD LEVITT
Title: SVP

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Second Lien Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RPSI, INC., a Nebraska corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Second Lien Collateral Agent

By: Jeffrey L. Jelmer
Name: Jeffrey L. Jelmer
Title: Director