

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### 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):

Hyc0 Holdings LLC

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation

Other Delaware limited liability company  
Additional name(s) of conveying party(ies) attached?  Yes  No

2 Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address: \_\_\_\_\_

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Illinois
- 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 names(s) & address(s) attached?  Yes  No

3 Nature of conveyance:

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

Execution Date: December 29, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1456149

Additional numbers attached?  Yes  No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved:

1

7 Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-0305

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

Attorney Docket No. 1600428

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.

Robert J. Schneider

Name of Person Signing



Signature

February 1, 2005

Date

Total number of pages including cover sheet, attachments, and document: 5

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

CH \$40.00 600305 1456149

## TRADEMARK COLLATERAL AGREEMENT

This 29th day of December, 2004, HYCO HOLDINGS LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 100 Galleria Parkway, Suite 1000, Atlanta, Georgia 30339, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HYCO HOLDINGS LLC

By Scott R. Humphrey  
Its Secretary

Scott R. Humphrey  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HYCO HOLDINGS LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By Jean R. Elie  
Its V.P.

Jean R. ELIE  
(Type or Print. Name)

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>REG. NO.</b>	<b>GRANTED</b>
Hycotel	1456149	9/8/87

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b>MARKS</b>	<b>REG. NO.</b>
Hycotel	TMA 253171
Hycot	TMA 172777

Law Offices of

**CHAPMAN AND CUTLER LLP**

**Intellectual Property Department**

111 West Monroe Street, Chicago, Illinois 60603  
Telephone 1•312•845•3000 FAX 1•312• 701•2361

**Direct Dial 1•312•845•3919 Direct Fax: 1•312•803•5299**

02-01-2005 11:03:56

**FACSIMILE COVER PAGE**

This transmission consists of 6 page(s) including cover page.

Please call (312) 845-3919 if you have any problems with this transmission.

**Date:** Tuesday, February 1, 2005

**To:** Assignment Recordation Services

**Firm/Company:** U.S. Patent & Trademark Office


**Fax Number:** (703) 306-5995

**Confirm Number:** (703) 306-9723

**From:** Robert J. Schneider **Matter Number:** 1600428

**Comments:** Recordation of Security Agreement

**CERTIFICATE OF FACSIMILE TRANSMISSION:** I hereby certify that the attached correspondence was transmitted by facsimile on the date listed above, to the U.S. Patent & Trademark Office at the facsimile number listed above, under 37 C.F.R. § 1.8.

**Signature:** 

**Person Signing Certificate** Richard Kalwa **Date:** February 1, 2005

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**TRADEMARK**

**RECORDED: 02/01/2005**

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