

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBT Enterprises, Incorporated		04/14/2004	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	One North Brentwood		
Internal Address:	Suite 950		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Administrative Agent - Grantee:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2377467	TBT CIRCLE OF EMPLOYMENT	
CORRESPONDENCE DATA			
Fax Number:	(314)345-6060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-345-6000		
Email:	tfragale@blackwellsanders.com		
Correspondent Name:	John P. McNearney		
Address Line 1:	720 Olive Street		
Address Line 2:	24th Floor		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	John P. McNearney		
Signature:	/John P. McNearney/		
Date:	04/14/2005		

OP \$40.00 2377467

Total Attachments: 3
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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

WHEREAS, TBT ENTERPRISES, INCORPORATED, a Maryland corporation, having its chief executive offices at 1850 Borman Court, St. Louis, MO 63146 (the "Grantor") is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under, and therefrom, the patents, copyrights and trademarks and all registrations and applications of the same, all as set forth on Schedule A attached hereto (the "Intellectual Property");

WHEREAS, LASALLE BANK NATIONAL ASSOCIATION, as Administrative Agent (the "Grantee"), having its offices at One North Brentwood, Suite 950, St. Louis, Missouri 63105, desires to acquire a security interest and lien on, among other things, all of Grantor's right, title and interest in and to the Intellectual Property; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon, among other things, all of Grantor's right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of that certain Security Agreement dated October 15, 2004, by the Grantor in favor of Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, among other things, all of Grantor's right, title and interest in, to and under, whether now owned or hereafter acquired or created, (i) all of Grantor's worldwide rights, title and interest in, to and under the Intellectual Property, and any and all goodwill associated therewith; (ii) all cash and noncash proceeds and products of the Intellectual Property, (iii) all of the goodwill of the businesses with which the Intellectual Property are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Intellectual Property or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 14th day of April, 2005.

GRANTOR:

TBT ENTERPRISES, INCORPORATED
a Maryland Corporation

By: 

Name: L. Keith Graves

Title: Chief Financial Officer

GRANT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY - TBT Enterprises, Incorporated

TRADEMARK
REEL: 003066 FRAME: 0747

SCHEDULE A

TBT ENTERPRISES, INCORPORATED

U.S. Trademarks	Serial No.	Date of Filing	Registration No.	Date Registered
TBT CIRCLE OF EMPLOYMENT	75784355	19990826	2377467	20000815

GRANT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY - TBT Enterprises, Incorporated