

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCLP Acquisition Company		04/22/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	One M&T Plaza		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14240		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2224297	SERVICE CHAMP	
<b>Registration Number:</b>	2790366	TEAM 1	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-564-8023		
<b>Email:</b>	kgibson@stradley.com		
<b>Correspondent Name:</b>	Kimberlee S. Knopf, Esquire		
<b>Address Line 1:</b>	2600 One Commerce Square		
<b>Address Line 2:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7098		
<b>NAME OF SUBMITTER:</b>	Kimberlee S. Knopf		
<b>Signature:</b>	/ksk/		
<b>Date:</b>	04/29/2005		

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**Total Attachments: 6**

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Security Agreement

Trademarks

WHEREAS, SCLP ACQUISITION COMPANY, a Delaware corporation (herein referred to as the "**Borrower**"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, the Borrower is obligated to **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation (herein referred to as the "**Bank**"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "**IP Agreement**") in favor of the Bank;

WHEREAS, pursuant to the IP Agreement, the Borrower has granted to the Bank a security interest in, and mortgage on, all right, title and interest of the Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect the Bank's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby further grant to the Bank a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Bank's address is One M&T Plaza, Buffalo, New York 14240.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its duly authorized officer this 12 day of April, 2005.

**SCLP ACQUISITION COMPANY**

By:   
\_\_\_\_\_

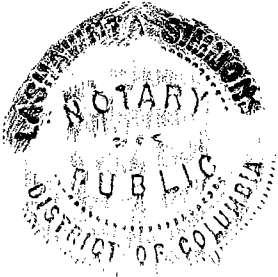
Name: Daniel L. Russell

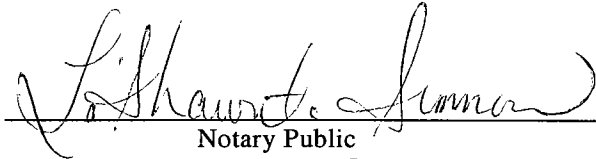
Title: President

DISTRICT OF COLUMBIA

)  
) ss.  
)


On this 21st day of April 2005, before me personally came Daniel L. Russell, to me known, who being duly sworn, did depose and say, that he is the President of SCLP ACQUISITION COMPANY, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



  
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Notary Public  
LASHAWNTA SIMMONS  
Notary Public District of Columbia  
My Commission Expires June 14, 2005

SCHEDULE A

U.S. Registered Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date (Effective Date)</u>	<u>Expiration Date</u>
SERVICE CHAMP	2,224,297	February 16, 1999	February 16, 2009
<b>TEAM1</b> 	2,790,366	December 9, 2003	December 9, 2013

U.S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
		NONE	

**SCHEDULE B**

U.S. Common Law Trademarks/Service Marks

<u>Trademarks/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
WARNER		

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
PACIFIC TREND		

SPECIAL POWER OF ATTORNEY

DISTRICT OF COLUMBIA )  
) ss.  
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KNOW ALL MEN BY THESE PRESENTS, that SCLP ACQUISITION COMPANY, a Delaware corporation (the "Borrower"), having an office at 180 New Britain Boulevard, Chalfont, Pennsylvania 19437, hereby appoints and constitutes, severally, MANUFACTURERS AND TRADERS TRUST COMPANY (the "Bank"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Bank, in its reasonable discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Borrower in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Bank, in its reasonable discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated of even date herewith, between the Borrower and the Bank (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by the Bank.

Dated: April 22, 2005

SCLP ACQUISITION COMPANY

By: 

Name: Daniel L. Russell

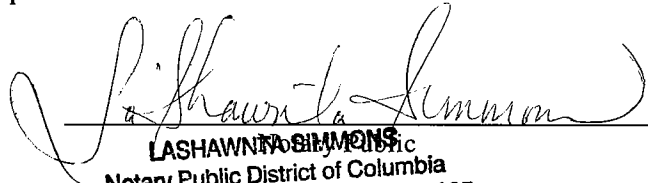
Title: President

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\_\_\_\_\_  
LASHAWNTA SIMMONS  
Notary Public District of Columbia  
My Commission Expires June 14, 2005