

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RT Sourcing USA, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Texas
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: DBS Bank LTD, Hong Kong Branch, as Trustee

Internal _____

Address: _____

Street Address: 16/F. Man Yee Building, 68 Des Voeux Roa

City: Hong Kong

State: _____

Country: China Zip: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LTD Citizenship _____
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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 5, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/171,429

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Darren Collins

Internal Address: _____

Street Address: 2001 Ross Ave., Suite 3000

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-758-1500

Fax Number: 214-758-1550

Email Address: dcollins@pattonboggs.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

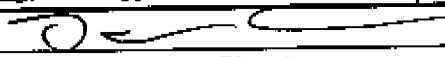
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2816
Authorized User Name Darren Collins

9. Signature:



Signature

May 2005

Date

Darren Collins
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CONTINUATION OF ITEM 4

Applications

78/171,430

78/410,876

78/410,855

78/410,860

78/410,863

Registrations

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2005, is made by RT SOURCING USA, INC., a Texas corporation (the "Grantor"), and DBS BANK LTD., HONG KONG BRANCH, individually and in its capacity as security trustee (the "Trustee") for the Secured Creditors (as defined in the Facility Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement dated February 16, 2005 by and among Grantor, Trustee, RT HOLDINGS LIMITED, RT GROUP LIMITED, DBS BANK LTD, as coordinating arranger and underwriter, DBS BANK LTD., HONG KONG BRANCH, as facility trustee, and the financial institutions party thereto as "Lenders" (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Facility Agreement"), Lenders have agreed to make the Loan to Borrower upon the terms and conditions specified in the Facility Agreement;

WHEREAS, in order to induce Trustee and Secured Creditors to enter into the Facility Agreement and the other Finance Documents and/or the Permitted Trade Documents and to induce any or all of the Secured Creditors to make available any advance or financial accommodation under the Finance Documents and/or the Permitted Trade Documents, Grantor has agreed to grant a continuing Lien on the Collateral (as defined in the Security Agreement (as defined below)) to secure the Secured Liabilities (as defined in the Facility Agreement; provided, however, the amount of the "Secured Liabilities" shall be limited to the extent necessary to comply with the provisions and limitations set forth in Clause 17.9 (*Limitations on guarantee*) of the Facility Agreement);

WHEREAS, in connection with the Facility Agreement and the other Finance Documents, Grantor shall have executed and delivered to Trustee, for the benefit of itself and the other Secured Creditors, that certain RT USA Security Agreement dated March 29, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Trustee, for itself and the benefit of the Secured Creditors, a Lien upon and security interest in all of its Trademarks and Trademark Licenses;

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

1. DEFINED TERMS.

(a) Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Facility Agreement.

(b) As used herein, the following terms shall have the following meanings:

"Trademarks" shall mean all of such Grantor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire goodwill of Grantor's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Trustee, on behalf of itself and Secured Creditors, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the **"Trademark Collateral"**):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Trustee, for the benefit of itself and the other Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **SECURITY AGREEMENT CONTROLS.** To the extent there is a conflict between the terms, conditions and provisions in this Agreement and the Security Agreement, the terms, conditions and provisions of the Security Agreement shall control.

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

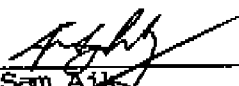
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RT SOURCING USA, INC.

By: *[Signature]*
 Name: CALES J. HATHW
 Its: Director

ACCEPTED AND ACKNOWLEDGED BY:

**DBS BANK LTD., HONG KONG BRANCH, as
Trustee**

By: 
Name: Kwik Sam Aik
Title: General Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On this 12 day of April, 2005 before me personally appeared Caleb J. Hayhoe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RT Sourcing USA, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Stephanie L. Fisher
(seal) Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

State Trademark Registrations

Mark _____ Reg. No. _____ Date _____

NONE

U.S. Federal Trademark Registrations

Mark _____ Reg. No. _____

NONE

TRADEMARK APPLICATIONS

U.S. Federal Trademark Applications

Mark _____ Serial No. _____

RT Sourcing:	78/171,429
RT Sourcing USA	78/171,430
RT Sourcing. One Solution. One Source.	78/410,876
RTS Ideation	78/410,855
RTS Partnership Promise	78/410,860
RTS The Machine	78/410,863

State Trademark Applications

Mark _____ Serial No. _____ Filing Date _____

NONE

TRADEMARK LICENSES

Name of Agreement _____ Parties _____ Date of Agreement _____

NONE



2001 Ross Avenue
Suite 3000
Dallas TX 75201
(214) 758-1500

Facsimile (214) 758-1550

To: Assignment Division
Company: U.S. Patent and Trademark Office
Fax Number: 703-306.5995
Phone Number: *

Total Pages
Including Cover: //

From: Darren Collins
Sender's Direct Line: (214) 758-3552
Date: May 2005
Client Number: 023305.0100

Comments:

WASHINGTON DC
NORTHERN VIRGINIA
DALLAS
DENVER
ANCHORAGE
DOHA, QATAR

Confidentiality Note: The documents accompanying this facsimile contain information from the law firm of Patton Boggs LLP which is confidential and/or privileged. The information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this facsimile is strictly prohibited, and that the documents should be returned to this Firm immediately. If you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.

If you did not receive all of the pages or find that they are illegible, please call (214) 758-1500.

PTO/SB/97 (08-03)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

Certificate of Transmission under 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office

on May, 2005 to the Assignment System at (703) 306-5995.

Date



Signature

Shelly Beavers

Typed or printed name of person signing Certificate

Note: Each paper must have its own certificate of transmission, or this certificate must identify each submitted paper.

1. Recordation Form Cover Sheet
2. Trademark Security Agreement

This collection of information is required by 37 CFR 1.8. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 1.8 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



2001 Ross Avenue
Suite 3000
Dallas TX 75201
(214) 758-1500

Facsimile (214) 758-1550

Darren W. Collins
(214) 758-3552
dcollins@pattonboggs.com

May 27, 2005

VIA FACSIMILE

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
Post Office Box 1450
Alexandria, VA 22313-1450

Re: United States Trademarks and Trademark Applications According to Attached Exhibit
Our Ref. No. 023305.0101

Dear Sir:

Enclosed for filing in the above-identified trademarks are the following:

1. Recordation Form Cover Sheet; and
2. Trademark Security Agreement.

Please charge the required fee to our Deposit Account No. 50-2816.

Very truly yours,

Darren W. Collins
Attorney for Receiving Party

DWC:sab
Attachment (Exhibit of Registrations and Application)

Exhibit of Registration and Applications

Applications

78/171,429
78/171,430
78/410,876
78/410,855
78/410,860
78/410,863

Registrations