

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
File Keepers, LLC		02/18/2005	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	300 South Grand Avenue		
Internal Address:	Suite 700		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1407085	FILE KEEPERS	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 268 6327		
Email:	bmoylan@mofo.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
NAME OF SUBMITTER:	Lynn M. Humphreys		
Signature:	/Lynn M. Humphreys/		
Date:	09/26/2005		

CH \$40.00 1407085

Total Attachments: 6

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SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 18th day of February, 2005 by and between FILE KEEPERS, LLC, a Nevada limited liability company (the "Company") and BANK OF THE WEST (the "Lender").

RECITALS

A. Pursuant to that certain Credit Agreement dated as of even date herewith by and between the Company and the Lender (as amended, extended and replaced from time to time, the "Credit Agreement" and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement) the Lender agreed to extend credit to the Borrower on the terms and conditions set forth therein.

B. As a conditions precedent to the effectiveness of the Credit Agreement, the Company was required to execute and deliver that certain Security Agreement dated as of even date herewith between Company and the Lender (as amended from time to time, the "Security Agreement"), pursuant to which Company has granted to the Lender a first priority perfected security interest in certain assets of Company, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Company or used in Company's business.

C. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Company hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Company's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Company, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Company or the Lender for past, present and future infringements of any of the foregoing;

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Company hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Company which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Lender in writing of any additional trademarks registered with the PTO of which Company becomes the owner and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Lender under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Company continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Lender under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.


4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

IN WITNESS WHEREOF, this Supplemental Trademark Agreement is executed as of the date first written above.

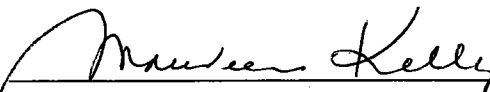
FILE KEEPERS, LLC, a Nevada limited liability company, as
Borrower

By: Raleigh Operating, L.P., its sole member

By: Raleigh Enterprises, LLC, its general partner

By: 
Mark A. Rosenthal, President
and Manager

BANK OF THE WEST, as Lender

By: 
Name: _____
Title: vice president

SCHEDULE 1
TO SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS)

Registration Number	Registration Date	Trademark Name
1407085	08/26/1986	FILE KEEPERS

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On February 18, 2005, before me, the undersigned notary public in and for said County and State, personally appeared Maureen Kelly, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity~~(ies)~~ and that, by his/her/their signature~~(s)~~ on the instrument, the person~~(s)~~ or the entity~~(ies)~~ upon behalf of which the person~~(s)~~ acted executed the instrument.

WITNESS my hand and official seal.

Andrea Christina Morales
My commission expires on October 26, 2005

