

07-12-2005

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Form PTO-1595
OMB No. 0651-0027

REC

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Attorney Docket No.: 208128

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

505.7

<p>1. Name of conveying parties: TELESERVICES TECHNOLOGY COMPANY 507 Prudential Boulevard Horsham, PA 19044</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: CITIZENS BANK OF PENNSYLVANIA Street Address: 3025 Chemical Road, Suite 300 City: State: Zip: Plymouth Meeting, PA 19462</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution date(s): June 21, 2005</p>	

4. Application number(s) or patent number(s):
Trademark Application Nos.: **Please See Attached Sheet** A. Trademark Registration No.(s): **Please See Attached Sheet**

2639057

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Joseph M. Imhof, Esquire DRINKER BIDDLE & REATH LLP One Logan Square 18th & Cherry Streets Philadelphia, PA 19130</p>	<p>6. Total number of trademark appl. involved: 2</p> <p>7. Total fee (37 CFR 3.41) \$65.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account No. 50-0573</p>
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DO NOT USE THIS SPACE

<p>9. Signature </p>	<p>Signature</p>	<p>Date</p>
<p>Joseph M. Imhof, Reg. No 41,863</p>	<p>Signature</p>	<p>July 1, 2005</p>
<p>Name of Person Signing/Registration No.</p>	<p>Signature</p>	<p>Date</p>

Total number of pages including cover sheet, attachments and documents: **4**


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01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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TRADEMARK
REEL: 003190 FRAME: 0458

**SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS**

<i>Service Mark</i>	<i>Country</i>	<i>(Application Number) Registration Number</i>	<i>(Application Date) Registration Date</i>	<i>Int. Class (es)</i>	<i>Status</i>
RMH	Canada	TMA 597,702	12/16/03	N/A	Registered
RMH (Stylized) 	United States	2,639,037	10/22/02	35	Registered
RMH	United States	2,620,901	9/17/02	35	Registered

GRANT OF SECURITY INTEREST

WHEREAS, Teleservices Technology Company, a Delaware corporation (herein referred to as "Debtor"), owns all right, title and interest in and to the U.S. Trademarks listed on the annexed Schedule A (the "Trademarks");

WHEREAS, Debtor is obligated to CITIZENS BANK OF PENNSYLVANIA as Administrative Agent for itself and other Secured Parties referred to in the Agreement defined below (in such capacity, with its successors and assigns in such capacity hereinafter referred to as "Agent") pursuant to a Security Agreement dated as of June 21, 2005 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Agreement") in favor of the Agent; and

WHEREAS, Pursuant to the Agreement, Debtor granted to Agent (for the benefit of the Secured Parties) a security interest in all right, title and interest of Debtor in and to, among other things, the Trademarks, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 21st day of June, 2005.

TELESERVICES TECHNOLOGY COMPANY

By: _____



Name: Gail Ball

Title: Vice President and Treasurer

STATE OF Pennsylvania

COUNTY OF Montgomery

ss.:

On this 20th day of June, 2005, before me personally appeared **Gail Ball**, to me known, who, being by me duly sworn, did depose and say that she is a Vice President and Treasurer of Teleservices Technology Company, a Delaware corporation, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that she signed her name thereto pursuant to such authority.

Donna K. Freitas

Notary Public

