

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
P.A.T.C.O. Properties, Inc.		12/22/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Scotland		
Street Address:	155 Bishopsgate		
Internal Address:	Level 7, Bishopsgate Exchange		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M3YB		
Entity Type:	TRUSTEE: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2153274	SMART	
Registration Number:	1890445	TRACKER	
CORRESPONDENCE DATA			
Fax Number:	(312)630-7388		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-368-4058		
Email:	thomas.ryan@dlapiper.com		
Correspondent Name:	Thomas W. Ryan		
Address Line 1:	P.O. Box 64807		
Address Line 2:	DLA Piper Rudnick Gray Cary US LLP		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	313847-89		
DOMESTIC REPRESENTATIVE			

CH \$65.00 2153274

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Thomas W. Ryan
Signature:	//Thomas W. Ryan//
Date:	01/10/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2005, by P.A.T.C.O. PROPERTIES, INC. ("**Pledgor**"), in favor of THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, in its capacity as security trustee (the "**Security Trustee**") under the Facility Agreement (as hereinafter defined), together with any successors for its benefit and the benefit of the Security Beneficiaries (as hereinafter defined).

WITNESSETH:

WHEREAS, Pledgor is a party to that certain Facility Agreement dated December 22, 2005 (the "Facility Agreement") among (1) Pledgor, (2) Seton House Acquisition Limited, a company incorporated in England and Wales with registered number 4228155 (the "Principal Borrower") and wholly owned subsidiary of Seton House Group Limited, a company incorporated in England and Wales with registered number 4230439 (the "Parent"), (3) the other Borrowers and Guarantors named therein (each together with Pledgor, Principal Borrower and Parent, individually, an "Obligor", and collectively, the "Obligors"), (4) the Lenders a party thereto from time to time (collectively, the "Lenders"), (5) The Governor and Company of the Bank of Scotland as Agent, Security Trustee and Issuing Bank and (6) Allied Irish Banks, p.l.c., Lloyds TSB Bank PLC and The Governor and Company of the Bank of Scotland, as Arrangers;

WHEREAS, Pledgor is a party to that certain Security Agreement, dated December 22, 2005 (the "Security Agreement") among Pledgor, the other Pledgors named therein and Security Trustee; and

WHEREAS, pursuant to the Facility Agreement, Pledgor is required to execute and deliver to Security Trustee, for itself and for the Security Beneficiaries, this Trademark Security Agreement.

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, Pledgor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Pledgor hereby grants to Security Trustee, on behalf of itself and the Security Beneficiaries, a continuing first priority security interest in all of Pledgor'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 Licenses for Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License for Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Trustee, on behalf of itself and the Security Beneficiaries, pursuant to the Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Security 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. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

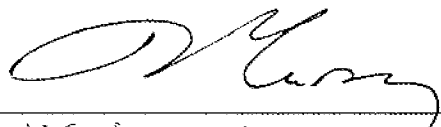
IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

P.A.T.C.O. PROPERTIES INC.

By: _____
Name: _____
Title: _____

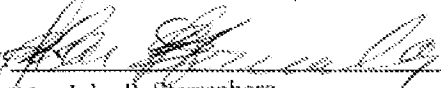
ACCEPTED AND ACKNOWLEDGED BY:

THE GOVERNOR AND COMPANY OF
THE BANK OF SCOTLAND, as Security
Trustee

By:  _____
Name: JASON MURRAY
Title: ASSOCIATE DIRECTOR

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

P.A.T.C.O. PROPERTIES, INC.

By: 
Name: John P. Sterrenberg
Title: Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

THE GOVERNOR AND COMPANY OF
THE BANK OF SCOTLAND, as Security
Trustee

By: _____
Name: _____
Title: _____

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Pledgor: P.A.T.C.O. Properties, Inc.

Mark	Registration No.	Registration Date
SMART	2,153,274	April 28, 1998
Tracker	1,890,445	April 18, 1995