

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

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)/Execution Date(s):

ZC Sterling Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation
- Other

Citizenship **Delaware**

Execution Date(s) **December 21, 2005**

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: **ING Capital LLC, as Agent**

Internal Address: **1325 Avenue of the Americas**

Street Address: _____

City: **New York**

State: **NY**

Country: _____ Zip: **10019**

Association – Citizenship _____

General Partnership – Citizenship _____

Limited Partnership – Citizenship _____

Corporation – Citizenship _____

Other **Limited Liability Company**

Citizenship **Delaware**

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

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

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

78588742

B. Trademark Registration No(s).

2207669

Additional numbers attached? Yes No

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

Jonathan Seiden Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
 Four Times Square
 New York, New York 10036
 Tel: (212) 735-3000
 Fax: (212) 735-2000
 jseiden@skadden.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 1.21(h) and 3.41) \$65

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 290710/39)

8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Michael McGuire**

9. Signature.

Signature

Jonathan Seiden

Name of Person Signing

January 18, 2005

Date

Total number of pages including cover sheet, and documents:

6

CH \$65.00 192385 78588742

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 21, 2005, by ZC Sterling Corporation (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of ING CAPITAL LLC, as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 21, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among ZC Sterling Corporation (the "**Borrower**"), the Lenders party thereto and ING Capital LLC, as Administrative Agent for the benefit of the Lenders, the Lenders have severally agreed to maintain loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to that certain Pledge and Security Agreement dated December 21, 2005 in favor of ING Capital LLC, as Collateral Agent (the "**Pledge and Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to maintain their respective loans to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

Each Grantor, as collateral security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required payment, declaration, acceleration, demand or otherwise, of all Obligations of such Grantor, hereby grants to the Collateral Agent a security interest and continuing lien on all of its right, title and interest in, to and under all of its Trademarks and Trademark Licenses to which such Grantor is a party, including, without limitation, those referred to on Schedule I hereto (the "**Trademark Collateral**").

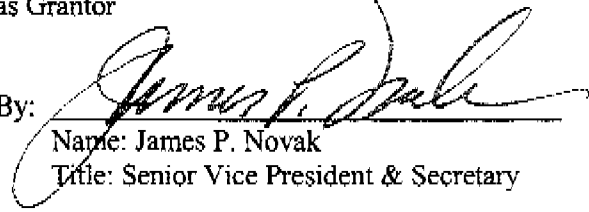
Section 3. Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each 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.

ZC STERLING CORPORATION,
as Grantor

By:



Name: James P. Novak

Title: Senior Vice President & Secretary

TRADEMARK

ACKNOWLEDGEMENT OF GRANTOR

STATE OF GEORGIA)
) ss.
COUNTY OF COBB)

On this 20th day of December, 2005 before me personally appeared James P. Novak, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ZC STERLING CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Wendolyn M. Bailey
Notary Public

Notary Public for the State of Georgia
My Commission Expires 12/31/2006

ACCEPTED AND AGREED
as of the date first above written:

ING CAPITAL LLC,
as Collateral Agent

By: *Mark R. Newsome*
Name: *Mark R. Newsome*
Title: *Director*

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

REGISTERED TRADEMARKS:

Debtor/ Grantor	Trademarks	Jurisdiction	Registration/ Filing Date	Status	Registration No.
ZC Sterling Corporation	Never Say No®		June 3, 1997	Active & In Use	2,207,669
ZC Sterling Corporation	Best Shores SM		March 16, 2005	Rejected – considering appeal - In Use	N/A

TRADEMARK APPLICATIONS: None.

TRADEMARK LICENSES:

ZC Sterling Corporation	ZC Tax Source SM		Not Registered	Active & In Use	N/A
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