Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
RECORDATION FORM COVER SHEET TRADEMARKS ONLY 6737-92	
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):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?
Cumming-LLC	Name: Madison Capital Funding LLC,
Individual(s) Association	Address:
General Partnership Limited Partnership Corporation- State: Other California LLC	Street Address: 30 S. Wacker Dr. City: Chicago
Other California LLC	State: IL
Citizenship (see guidelines)	Country: US Zip: 60606
Additional names of conveying parties attached? Yes	Association Citizenship
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship
Execution Date(s) October 12, 2006	Limited Partnership Citizenship
Assignment Merger	X Other LLC Citizenship
X Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached: Yes X No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) an A. Trademark Application No.(s)	d identification or description of the Trademark. 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: Laura Konrath	6. Total number of applications and registrations involved:
Internal Address: Winston & Strawn LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40
Street Address: 35 W. Wacker Dr.	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed
City: Chicago	8. Payment Information:
State: II, Zip: 60601	a. Credit Card Last 4 Numbers Expiration Date
Phone Number: 312-558-6352	b. Deposit Account Number 232428
Fax Number: 312-558-5700 Email Address: 1konrath@winston.com	Authorized User Name Lavia Konrath
9. Signature:	wast 1110106
Signature	Date
Laura Konrath	Total number of pages including cover sheet, attachments, and document:
Name of Person Signing	

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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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SCHEDULE 1

Trademark Security Agreement

TRADEMARK APPLICATIONS

<u>Trademark</u>

Date Filed 9/28/2006

Application No. 77/009,830

Continuation I tem 4

Cumming

TRADEMARK

REEL: 003432 FRAME: 0645

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

TM

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Cumming – LLC, a California limited liability company (herein referred to as "<u>Grantor</u>"), owns the Trademarks listed on <u>Schedule 1</u> annexed hereto and is a party to the Trademark Licenses listed on <u>Schedule 1</u> annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of October/2, 2006 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of October 2, 2006 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in <u>Schedule 1</u> hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

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hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in <u>Schedule 1</u> hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent representing Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

After the Secured Obligations (as defined in the Credit Agreement) are Paid in Full (as defined in the Credit Agreement), upon the request of the Grantor, the Grantee shall execute, acknowledge and deliver to the Grantor an instrument in recordable form releasing the collateral pledge, grant, assignment, lien and security interest granted pursuant to this Trademark Security Agreement.

[signature page follows]

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

CUMMING - LLC

Name:

Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as

Agent

Ву:

Title:

Signature Page to Trademark Security Agreement

CUMMING - LLC

By: ______ Name: Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as

Agent A

Winston & Strawn

By:

Name: ANDREW T. PREDA

Title: ASSISTANT VICE PRESIDENT

Signature Page to Trademark Security Agreement

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SCHEDULE 1 to Trademark Security Agreement

TRADEMARK APPLICATIONS

<u>Trademark</u>

<u>Date Filed</u> 9/28/2006 Application No. 77/009,830

Cumming