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To the Honorable Commissioner of Patents :

101024990

d original documents or copy thereof.

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1. Name of conveying party(ies):

PIA Merchandising Co., Inc.
Pacific Indoor Display Co.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership
- California (both)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: Dec. 7, 1998

2. Name and address of receiving party(ies):

Name: Mellon Bank, N.A.
 Internal Address: Attn: J. DePledge
 Mellon Bank Center
 Street Address: 1735 Market St., 6th Floor
 City: Philadelphia State: PA ZIP: 19101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other: national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/367,799
75/026,783

B. Trademark registration No.(s)

1,857,866
1,812,363
2,139,455

Additional numbers attached? Yes No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/04/1999 DCORTES 00000024 75367799

01 FC:481
02 FC:482

40.00 OP
100.00 OP

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anthony R. Callobre, Esq.
Name of Person Signing

Anthony R. Callobre
Signature

04-29-99
Date

Total number of pages comprising cover sheet:

17

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1890 FRAME: 0235

COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

THIS COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 1998, is executed by PIA MERCHANDISING CO., INC., a California corporation, whose address is 19900 MacArthur Blvd., Suite 900, Irvine, California 92612 ("PIA"), and PACIFIC INDOOR DISPLAY CO. dba RETAIL RESOURCES, a California corporation, whose address is 10 Pasteur, Irvine, California 92612 ("Retail Resources" and collectively with PIA, "Grantor"), in favor of MELLON BANK, N.A. ("Secured Party"), whose address is Mellon Bank Center, 1735 Market Street, 6th Floor, Philadelphia Pennsylvania 19101, with reference to the following facts:

RECITALS

A. Grantor and Secured Party are parties to that certain Loan and Security Agreement, dated as of December 7, 1998 (the "Loan Agreement"), pursuant to which Secured Party has agreed to provide Grantor with certain credit facilities. (All capitalized terms used in this Agreement without definition shall have the respective meanings assigned thereto in the Loan Agreement.)

B. As a condition precedent to the effectiveness of the Loan Agreement, Grantor is required to execute this Agreement in favor of Secured Party, pursuant to which Grantor shall grant Secured Party a security interest in the Copyrights, Patents and Trademarks described below as collateral security for the timely payment and performance by Grantor of their joint and several obligations, liabilities and indebtedness to Secured Party under the Loan Agreement (collectively, the "Obligations").

C. To satisfy the conditions precedent to the effectiveness of the Loan Agreement and to induce Secured Party to provide Grantor with the credit facilities contemplated under the Loan Agreement, Grantor is willing to execute this Agreement in favor of Secured Party.

NOW, THEREFORE, Grantor hereby agrees as follows:

AGREEMENT

Grantor hereby grants, assigns and conveys to Secured Party, as collateral security for the timely payment and performance of Grantor's Obligations to Secured Party under the Loan Agreement, a security interest in all of Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or created:

(i) copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, and United States, state and international registrations of the foregoing, and all reissues, extensions and renewals of the foregoing, including, without limitation, those listed on Schedule A hereto; all income,

royalties, damages and payments now or hereafter due and/or payable with respect to the foregoing; the right to sue for past, present and future infringements of rights in copyrights; all goodwill of Grantor; and all proceeds of the foregoing, including, but not limited to, proceeds of licensing (collectively, the "Copyrights").

(ii) patents and pending patent applications and United States and international registrations and recordings thereof, including, without limitation, those listed on Schedule C hereto; the right to sue for past, present, and future infringements of Grantor's rights in patents; all rights corresponding to the foregoing assets throughout the world; all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing assets and all improvements thereon; and all proceeds of the foregoing assets, including, but not limited to, proceeds of licensing (collectively, the "Patents"); and

(iii) trademarks, trade names, trade styles and service marks; prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and designs and general intangibles of a like nature; United States, state and international registrations and recordings relating to the foregoing, and all reissues, extensions and renewals thereof, including, without limitation, all of the foregoing as listed on Schedule E hereto; all income, royalties, damages and payments now and hereafter due and/or payable with respect to the foregoing; the right to sue for past, present and future infringements of rights in trademarks, trade names, trade styles and service marks; all goodwill of Grantor; and all proceeds of the foregoing, including, but not limited to, proceeds of licensing (collectively, the "Trademarks").

This Agreement is a continuing agreement and all the rights, powers and remedies hereunder shall apply to any and all Obligations, including those arising under successive transactions which shall either continue the Obligations, increase or decrease them, or from time to time create new Obligations after all or any prior Obligations have been satisfied, and notwithstanding the bankruptcy of Grantor, or either of them, or any other event or proceeding affecting Grantor, or either of them.

Grantor represents, warrants and agrees with Secured Party as follows:

1. Grantor is the sole owner in the United States and throughout the world of the entire right, title and interest in and to each of the Copyrights, Patents and Trademarks, indicated on Schedules A, C and E, respectively, free from any mortgage, pledge, lien, security interest, assignment, charge or other encumbrance, whether recorded or unrecorded, including, without limitation, licenses, shop rights (with regard to the Patents) and covenants not to sue, except the security interest herein granted and except as listed on Schedule B with respect to the Copyrights, Schedule D with respect to the Patents and Schedule F with respect to the Trademarks.

2. To the best of Grantor's knowledge, as of the date hereof, each of the Copyrights, Patents and Trademarks listed on Schedules A, C and E, respectively, are valid

and enforceable and such Copyrights, Patents and Trademarks constitute all of the Copyrights, Patents and Trademarks now owned by Grantor.

3. To the best of Grantor's knowledge, the Copyrights, Patents and Trademarks are subsisting and have not, through litigation or otherwise, been adjudged invalid or unenforceable, in whole or in part.

4. The execution, delivery and performance of this Agreement is within the power of Grantor and has been duly authorized by all necessary corporate action and does not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which Grantor is a party or by which any of the property of Grantor is bound.

5. Grantor shall defend the Copyrights, Patents and Trademarks against all claims and demands of all persons at any time claiming the same or any interests therein adverse to Grantor or Secured Party. Until the Obligations shall have been satisfied in full, Grantor shall not pledge, mortgage or create, or suffer to exist a security interest in, the Copyrights, Patents or Trademarks without Secured Party's prior written consent. Prior to the occurrence of an Event of Default, Grantor shall provide Secured Party with a quarterly report, in form and substance acceptable to Secured Party, of all licenses, sublicenses and other agreements relating to the Copyrights, Patents or Trademarks entered into between Grantor and third parties during the preceding quarter. While an Event of Default exists, Grantor shall not enter into any licenses, sublicenses or other agreements relating to the Copyrights, Patents or Trademarks without Secured Party's prior written consent.

6. Grantor shall promptly apply for and obtain all renewals or extensions of the Copyrights, Patents and Trademarks, to the fullest extent permitted by law, except in such instances where the failure to apply for and obtain any renewals or extensions would not have a materially adverse effect on Grantor and its businesses, operations, properties and condition (financial or otherwise). Until the Obligations are satisfied in full, Grantor shall provide Secured Party with quarterly reports, in form and substance acceptable to Secured Party, detailing for the prior quarterly period all new rights obtained by Grantor with respect to patentable inventions, patent applications, patents for any reissue, patent improvements, trademarks, service marks or copyrights, with the understanding that the provisions of this Agreement shall apply to all such new rights of Grantor. Grantor authorizes Secured Party to modify this Agreement by amending Schedules A, C and E, as applicable, to include any new copyright, copyright registration and any copyright renewal of Grantor applied for and obtained hereafter, any new patents, any divisions, continuations, renewals, extensions or continuations-in-part on any patent, and any new trademark or service mark, or any trademark or service mark renewal. Secured Party authorizes Grantor to modify this Agreement by amending Schedules B, D and E to reflect the granting or termination of licenses to licensees and franchisees with Secured Party's prior written consent.

7. Grantor shall promptly notify Secured Party in writing of the institution of, and any adverse determination in, any proceeding in the United States Copyright Office,

the United States Patent and Trademark Office, or any other foreign or domestic governmental agency, court or body, regarding Grantor's claim of ownership in any of the Copyrights, Patents and Trademarks. In the event of any material infringement of any of the Copyrights, Patents or Trademarks by a third party, Grantor shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement. If Grantor shall fail to take such action within three (3) months after such notice is given to Secured Party, Secured Party may, but shall not be required to, itself take such action in the name of Grantor, and Grantor hereby appoints Secured Party the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantor, net of costs and attorneys' fees, to be applied to the Obligations.

8. Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., 17 U.S.C. Sections 101, 201 et seq., the Uniform Commercial Code or other law of the United States, the State of California or of any other countries or states as Secured Party may from time to time reasonably request, and shall take all such other action as Secured Party may reasonably require to more completely vest in and assure to Secured Party its rights hereunder or in any of the Copyrights, Patents or Trademarks, and Grantor hereby irrevocably authorizes Secured Party or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without Grantor's signature, as Secured Party may deem appropriate. In the event that any recording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party.

Secured Party is hereby irrevocably appointed by Grantor as its lawful attorney and agent, with full power of substitution, to execute and deliver on behalf of and in the name of Grantor such financing statements, pledges and other documents and agreements, and to take such other action, as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or liens necessary or desirable to implement or effectuate the same, under any applicable law, and Secured Party is hereby authorized to file on behalf of and in the name of Grantor, at Grantor's sole expense, such financing statements, documents, and agreements in any appropriate governmental office.

9. Grantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Copyrights, Patents and Trademarks pursuant to Secured

Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will not exercise such Special Power of Attorney unless and until an Event of Default exists.

10. If any Event of Default shall have occurred and be continuing with respect to the Obligations, Secured Party may without notice or demand declare this Agreement to be in default and Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Copyrights, Patents and Trademarks at public or private sale, subject to the rights of third parties in any of the Copyrights, Patents and Trademarks as described in Schedules B, D and F. Secured Party shall give to Grantor at least five (5) days' prior written notice (which Grantor agrees is "reasonable notification" within the meaning of Section 9-504(3) of the Uniform Commercial Code) of the time and place of any public sale of the Copyrights, Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If an Event of Default shall have occurred and be continuing with respect to the Obligations, Grantor hereby grants to Secured Party such right and exclusive licenses to make, have made, use and sell the inventions and marks disclosed and claimed in the Copyrights, Patents and Trademarks for Secured Party's benefit and account, and for none other (except as listed on Schedules B, D and F).

Grantor hereby waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Copyrights, Patents and Trademarks and to exercise its rights with respect thereto.

Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Copyrights, Patents and Trademarks subject to a security interest hereunder), or guaranties of, the Obligations, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that they lawfully may, Grantor hereby irrevocably waives the benefits of all such laws. The suretyship provisions of the Loan Agreement are hereby restated and reaffirmed by Grantor.

11. Except for notices specifically provided for herein, Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the

Obligations and any collateral therefor, Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable therefor, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Copyrights, Patents or Trademarks or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto. Secured Party may exercise its rights with respect to the Copyrights, Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Copyrights, Patents and Trademarks unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of Secured Party with respect to the Obligations or the Copyrights, Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

12. Grantor will pay any and all (i) charges, costs and taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and fees and disbursements of Secured Party's counsel incurred by Secured Party, in connection with this Agreement, and (ii) fees and disbursements, incurred by Secured Party in the preparation, execution and delivery of any waiver or consent by Secured Party relating to this Agreement.

13. Grantor and Secured Party may from time to time agree in writing to the release of certain of the Copyrights, Patents and Trademarks from the security interest created hereby.

14. Grantor shall hold Secured Party harmless from any and all costs, damages and expenses which may be incurred by Secured Party or Grantor in connection with any action or failure to act by Secured Party in connection with this Agreement.

15. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the United States, and, to the extent that the laws of the United States are not applicable, by the laws of the State of California.

16. Miscellaneous.

(a) This Agreement is executed in connection with the Loan Agreement and unless otherwise expressly set forth herein or therein, shall be construed, administered and applied in accordance with the provisions of the Loan Agreement.

(b) Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly

given if given in accordance with the notice provisions of the Loan Agreement at the appropriate address set forth below:

If to Grantor:

PIA Merchandising Co., Inc.
19900 MacArthur Blvd., Suite 900
Irvine, California 92612

Pacific Indoor Display Co. dba Retail Resources
10 Pasteur
Irvine, California 92718

Attn: Ms. Cathy L. Wood
Telecopy No: (949) 474-3570
Telephone No: (949) 474-3585

If to Secured Party:

Mellon Bank, N.A.
Mellon Bank Center
1735 Market Street, 6th Floor
Philadelphia, Pennsylvania 19101

Attn: Mr. John M. DePledge
Telecopy No: (215) 553-0201
Telephone No: (215) 553-2961

(c) Except as otherwise set forth in the Loan Agreement, the provisions of this Agreement may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party.

(d) Except as otherwise set forth in the Loan Agreement or this Agreement, any waiver of the terms and conditions of this Agreement, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Agreement to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval. A waiver, to be effective, must be in writing and signed by the party making the waiver.

(e) The headings and captions used in this Agreement are solely for the purpose of reference and are not to be considered as construing or interpreting the provisions hereof.

(f) If any portion of this Agreement shall be adjudged by a court of competent jurisdiction to be unenforceable, the remaining portions shall be valid and enforceable to the extent that the remaining terms thereof provide for consummation of the issuance of a note, the grant of collateral security therefor, the guarantee thereof, and payment of principal and interest thereon substantially on the same terms and subject to the same conditions as set forth herein and therein.

(g) All rights and remedies provided in and contemplated by this Agreement, the Loan Agreement, and the other loan documents executed in connection herewith are cumulative and not exclusive of any right or remedy otherwise provided herein, therein, at law or in equity.

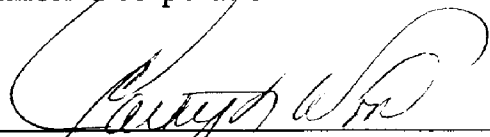
(h) Grantor agrees to pay to Secured Party all costs and expenses (including without limitation reasonable attorneys' fees (including the allocated cost of in-house counsel and disbursements)) incurred by Secured Party in the enforcement of this Agreement with regard to the Copyrights, Patents and Trademarks owned by it, whether or not an action is filed in connection therewith, and in connection with any waiver or amendment of any term or provision hereof. All advances, charges, costs and expenses, including reasonable attorneys' fees, incurred or paid by Secured Party in exercising any right, power or remedy conferred by this Agreement (including without limitation the right to perform any Obligation of Grantor under the Loan Agreement), or in the enforcement thereof, shall be secured hereby and shall become a part of the Obligations and shall be paid to Secured Party by Grantor, immediately upon demand, together with interest thereon at the rate(s) provided for under the Loan Agreement.

(i) Upon the indefeasible payment in full of the Obligations, this Agreement and the security interests and power of attorney granted herein shall terminate and all rights to the Copyrights, Patents and Trademarks shall revert to Grantor. Upon such termination, Secured Party shall, upon Grantor's written request, deliver to Grantor, at Grantor's sole expense, such assignments and instruments evidencing such termination and transfer, including, without limitation, properly completed financing statement terminations, as Grantor shall reasonably request.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the date first written above.

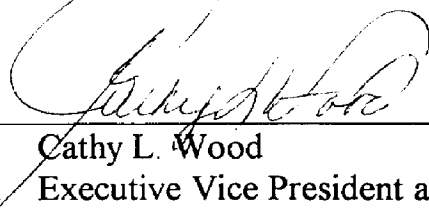
PIA MERCHANDISING CO., INC.
a California corporation

By


Cathy L. Wood
Executive Vice President and
Chief Financial Officer

PACIFIC INDOOR DISPLAY CO.
dba RETAIL RESOURCES,
a California corporation

By

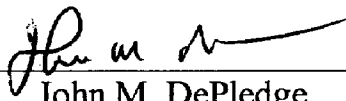


Cathy L. Wood
Executive Vice President and
Chief Financial Officer

Accepted:

MELLON BANK, N.A.,
a national banking association

By



John M. DePledge
Vice President

SCHEDULE A

Existing and Pending Copyrights

<u>Title of Work</u>	<u>Registration No.</u>	<u>Filed</u>
Toolbox	TX 712-752	11/30/95

SCHEDULE B

Existing Encumbrances on Copyrights

NONE

SCHEDULE C

EXISTING AND PENDING PATENTS

PATENT TITLE	DATED ISSUED	PATENT NO.	PATENT ISSUED TO
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NONE

SCHEDULE D

Existing Encumbrances On Patents

NONE

SCHEDULE E

Existing and Pending Trademarks

<u>Trademark/ Service Mark</u>	<u>Application No.</u>	<u>Filed</u>
Custom Retail Solutions	(search completed)	
Market Level Marketing	1,857,866	10/22/94
PIA	1,812,363	12/21/93
Retail Resources	2,139,455	02/24/98
Toolbox	(preliminary search)	
Toolbox (abandoned)	75/026783	12/01/95
Technology Retail Solutions	(new application)	
Merchandiser's Toolbox	75/367,799	10/03/97

SCHEDULE F

Existing Encumbrances on Trademarks

NONE