

08-27-1999



ER SHEET
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U.S. DEPARTMENT OF
Patent and Trademark

Tab settings

101129804

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

1. Name of conveying party(ies):
Creative Communication of America, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Street Address : 500 West Monroe

City: Chicago State: IL Zip: 60661

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation State IL

Other _____

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

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

June 1, 1999

Execution Date: _____

4. Application number(s) or trademark

8-24-99

A. Trademark Application No.(s)

B. Trademark Registration
2,187,478

Additional numbers attached? No

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

Name: Federal Research Corp

Internal Address: _____

Street Address: 400 Seventh St NW

Suite 101

City: Washington Stat - DC ZIP 20004

6. Total number of applications and registrations

1

7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

08/26/1999 MTHAI1 00000277 2187478

FC:481 Rebecca L. Foley 40.00 OP

Name of Person

Rebecca L. Foley
Signature

8/19/99

Date

7

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

Schedule I to
Trademark Security Agreement

SERVICE MARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Creative Communication of America, Inc.	2,187,478	September 8, 1998

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of this 1 day of June, 1999, by and among the grantors listed on the signature pages hereto and such persons who hereafter become parties to this Agreement (each a "Grantor" and collectively, "Grantors") and Heller Financial, Inc., a Delaware corporation, as agent ("Agent") for the benefit of all Lenders.

RECITALS:

WHEREAS, Each Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed opposite such Grantor's name on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Hawkeye Communication, Inc., a Delaware corporation ("Borrower") has entered into a Credit Agreement dated as of May 7, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and

WHEREAS, Borrower is the legal and beneficial owner of all of the issued and outstanding capital stock of each Grantor; and

WHEREAS, each Grantor acknowledges that, as a wholly owned subsidiary of Borrower, it will receive substantial direct and indirect benefits by reason of the making of loans to Borrower as provided in the Credit Agreement; and

WHEREAS, the Grantors have each agreed to guarantee the punctual payment and performance when due of the Obligations pursuant to that certain Subsidiary Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"); and

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement dated as of May 7, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between each Grantor and Agent (in such capacity, "Grantee"), each Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark

Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of such 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 created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 1 day of June, 1999.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

By: [Signature]
Title: Vice President

CREATIVE COMMUNICATION OF
AMERICA, INC., a Delaware Corporation

By: [Signature]
Title: Chairman

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On the 1st day of June, 1999, before me personally appeared G. Steven Dapper, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chairman of Creative Communication of America, Inc., a Delaware corporation, who being by me duly sworn, did depose and say that he is Chairman of Creative Communication of America, Inc., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Deborah V. York
Notary Public

{Seal}

DEBORAH V. YORK
Notary Public, State of New York
No. 01Y08018871
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Feb. 18, 2001

My commission expires:

16 February 2001

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