

09-26-2002

Form PTO-1594

(Rev 6-93)



ET

U.S. Department of Commerce

Patent and Trademark Office

102234207

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

Name of conveying party(ies): 9-20-02

BLOCK VISION HOLDINGS CORPORATION

- Individual(s)
- General Partnership
- *Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: September 4, 2002

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

Name: BANK OF MONTREAL, as administrative agent

Internal Address: _____

Street Address: 115 South LaSalle Street

City: Chicago State: IL ZIP: 60603

Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- * Other bank, financial institution

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 trademark number(s): SEE SCHEDULE A-1

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE SCHEDULE A-1

B. Trademark No.(s) SEE SCHEDULE A-1

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer, Brown, Rowe & Maw

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 1

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

* Enclosed (Check No. 1911)

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

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.

Robert E. Rude II
Name of Person Signing

[Signature]
Signature

September 20, 2002
Date

Total number of pages comprising cover sheet and document attachments: 6



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TRADEMARK REEL: 2588 FRAME: 0671



TRADEMARK COLLATERAL AGREEMENT

This 4th day of September, 2002, BLOCK VISION HOLDINGS CORPORATION, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 120 West Fayette Street, Suite 700, Baltimore, Maryland 21201, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a chartered bank of Canada ("*BOM*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as agent hereunder for the various secured creditors pursuant to that certain Amended and Restated Credit Agreement dated of even date herewith between the Debtor, BOM, individually and as administrative agent and the other lenders from time to time party thereto (said BOM acting as such agent and any successor or successors to BOM acting in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

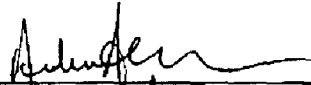
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

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trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BLOCK VISION HOLDINGS CORPORATION

By 
Name Andrew Alcom
Its President

BANK OF MONTREAL, as Agent

By _____
Name _____
Its _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BLOCK VISION HOLDINGS
CORPORATION

By _____
Name _____
Its _____

BANK OF MONTREAL, as Agent

By Jack J. Kane
Name JACK J. KANE
Its VICE PRESIDENT