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102423987 ▼

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Geodex International, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: 3/25/03

2. Name and address of receiving party(ies)

Merrill Lynch Business

Name: Financial Services Inc.

Internal
Address: _____

Street Address: 222 N. LaSalle St., 17th Floor

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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) _____

B. Trademark Registration No.(s) 1455294

1249805

Additional number(s) attached Yes No

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

RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
WASHINGTON DC 20005

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$25⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Sharon S. Patterson
Name of Person Signing

Sharon S. Patterson
Signature

4/15/03
Date

Total number of pages including cover sheet, attachments, and document: 4

4/21/03 L'JELLER: 00000058 1455294

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

FC: 21 40.00 DP
FC: 22 25.00 DP

TRADEMARK
REEL: 002713 FRAME: 0925

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 25th day of March 2003 by and between GEODEX INTERNATIONAL, INC., a California corporation (the "Pledgor"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("MLBFS").

WITNESSETH

WHEREAS, pursuant to a certain WCMA REDUCING REVOLVERSM LOAN AND SECURITY AGREEMENT dated as of March 25, 2003 executed between ROBBINS RESEARCH INTERNATIONAL, INC., a California corporation (the "Customer") and MLBFS (as amended or otherwise modified from time to time, the "Loan Agreement"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to MLBFS, MLBFS requires the Pledgor (whose stock is owned 100% by the same individual who owns 100% of the stock of Customer, and whose business operations are related to those of Customer) to grant to MLBFS a continuing security interest in the Pledgor's Trademarks (as defined below);

WHEREAS, Pledgor executed a certain UNCONDITIONAL GUARANTY dated as of March 25, 2003 in favor of MLBFS ("Guaranty"), guaranteeing all of Customer's Obligations (as that term is defined in the Guaranty) and all costs and expenses incurred by MLBFS in enforcing the Obligations (as that term is defined in the Guaranty) or the Guaranty (collectively, the "Guaranteed Obligations") which Guaranty is secured by a SECURITY AGREEMENT dated as of March 25, 2003 and executed by Pledgor and MLBFS ("Security Agreement");

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor and MLBFS agree as follows:

1. Incorporation of Loan Agreement, Guaranty and Security Agreement. The Loan Agreement, Guaranty and the Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement, a copy of which Pledgor acknowledges it has received.
2. Grant of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations and the Guaranteed Obligations, the Pledgor hereby grants to MLBFS, a continuing security interest in the Pledgor's entire right, title and interest in and to all of its trademarks listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" provided that Trademarks will not include "intent to use" trademark filings until such time as Pledgor begins to use such trademarks).
3. Term. The term of the security interests granted herein shall extend until the Obligations and the Guaranteed Obligations have been paid in full and the Loan Agreement, Guaranty and the Security Agreement have been terminated in accordance with their terms.
4. Effect on Other Agreements; Cumulative Remedies. Upon the occurrence and during the continuance of any default or Event of Default under the Loan Agreement, Guaranty or Security Agreement, MLBFS may exercise any or all of the remedies of a secured party under applicable law and in equity, including but not limited to, the UCC. The Pledgor and Customer acknowledge and agree that this Mortgage is not intended to limit or restrict in any way the rights and remedies of MLBFS under applicable law, the Loan Agreement, the Guaranty or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of MLBFS with respect to the Trademarks, whether established hereby or by the Loan Agreement, Guaranty, Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.
5. Binding Effect; Benefits. This Mortgage shall be binding upon the Pledgor and its respective successors and assigns, and shall inure to the benefit of the MLBFS and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE. MLBFS AND PLEDGOR HEREBY EACH EXPRESLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR ANY TRANSACTIONS WHICH ARE THE SUBJECT MATTER OF THIS AGREEMENT.

7. Additional Terms, Conditions and Remedies. This Mortgage shall be deemed to be subject to all of the general terms, conditions and remedies contained in the Loan Agreement, Guaranty and Security Agreement, *mutates mutandi*.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

GEODEX INTERNATIONAL, INC.

By SAM GEORGE
Its President / COO

Accepted and agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.

By Vicki Spiller
Its AVP

Acknowledged and agreed to as of the date first written above:

ROBBINS RESEARCH INTERNATIONAL, INC

By SAM GEORGE
Its _____

SCHEDULE A

TRADEMARKS

Trademark Description

U.S. Registration Number

GEODEX (Booklets, File Boxes)

1455294

GEODEX (Management Workbook in Looseleaf Format)

1249805