

10-17-03

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

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

1. Name of conveying party(ies):

Centrum GBF LLC

10-17-03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited liability company (Delaware)

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

2. Name and address of receiving party(ies)

Name LaSalle Business Credit, LLC

Internal Address: Suite 425

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited liability company (Delaware)

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Amendment to Security Agreement

Execution Date: June 30, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,170,231;

2,170,230; 2,171,800

Additional number(s) attached Yes No

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

Name: Diana Y. Tsai, Esq.

Internal Address: Schwartz, Cooper, Greenberger & Krauss, Chtd.

Suite 2700

Street Address: 180 North LaSalle Street

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Diana Y. Tsai Name of Person Signing

Signature

10/15/03 Date

Total number of pages including cover sheet, attachments, and document: 14

10/17/2003 6TON11 00000087 2170231

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

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TRADEMARK REEL: 002846 FRAME: 0078

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To the Honorable Commissioner of

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3.3.03
Centrum GBF LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware limited liability
company

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

2. Name and address of receiving party(ies)
Name: LaSalle Business Credit, LLC
Internal
Address: Suite 425

Street Address: 180 North LaSalle Street
City: Chicago State: IL Zip: 60603

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 22, 2003

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

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,170,231;
2,170,230; 2,171,800

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

Name: Diana Y. Tsai, Esq.

Internal Address: Schwartz, Cooper,
Greenberger & Krauss

Street Address: 180 North LaSalle Street
Suite 2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Diana Y. Tsai
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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

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02 FC:8522 50.00 OP

**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made as of the 30th day of June, 2003 by **CENTRUM GBF LLC**, a Delaware limited liability company ("Centrum GBF"), in favor of **LASALLE BUSINESS CREDIT, LLC**, a Delaware limited liability company, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("LaSalle").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of January 22, 2003, as amended by that certain First Amendment to Loan and Security Agreement dated as of February 14, 2003 (as amended, the "Prior Loan Agreement") by and between Centrum GBF and LaSalle, Centrum GBF entered into that certain Trademark Security Agreement dated as of January 22, 2003 (the "Trademark Security Agreement") made by Centrum GBF in favor of LaSalle, granting to LaSalle a security interest in, among other things, Centrum GBF's trademarks, trademark applications, tradenames, service marks, service mark applications and goodwill (collectively, the "Trademarks");

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on March 3, 2003, Reel/Frame # 002681/0759, in the form attached hereto as Exhibit A;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated as of June 30, 2003 by and between Crabar/GBF, Inc., a Delaware corporation ("Crabar/GBF"), and Centrum GBF, Crabar/GBF assumed the indebtedness, obligations and liabilities of Centrum GBF owing to LaSalle under the Prior Loan Agreement;

WHEREAS, the indebtedness owing under the Prior Loan Agreement has been restructured and, in connection therewith, Crabar/GBF and LaSalle have entered into that certain Amended and Restated Loan and Security Agreement dated as of June 30, 2003 (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), pursuant to which LaSalle has agreed to make the following loans (the "Loans") to Crabar/GBF: (a) a revolving loan in an original principal amount not to exceed Twenty-One Million and No/100 Dollars (\$21,000,000.00) as evidenced by a certain Revolving Note of even date herewith in the original principal amount of Twenty-One Million and No/100 Dollars (\$21,000,000.00) ("Revolving Note"); (b) a term loan in the original principal amount of Six Million Two Hundred Thousand and No/100 Dollars (\$6,200,000.00) as evidenced by a certain Term Note A of even date herewith in the original principal amount of Six Million Two Hundred Thousand and No/100 Dollars (\$6,200,000.00) ("Term Note A"); (c) a term loan in the original principal amount of Two Million Six Hundred Sixty-Four Thousand Eight Hundred Seventy-Five and No/100 Dollars (\$2,664,875.00) as evidenced by a certain Term Note B of even date herewith in the original principal amount of Two Million Six Hundred Sixty-Four Thousand Eight Hundred Seventy-Five and No/100 Dollars (\$2,664,875.00) ("Term Note B"); and (d) a capital expenditure loan in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00) as evidenced by a certain Capital Expenditure Note of even date herewith in the original principal amount of One

Million and No/100 Dollars (\$1,000,000.00) (the "Cap Ex Note") (the Revolving Note, Term Note A, Term Note B, and the Cap Ex Note shall hereinafter be collectively referred to as the "Notes").

WHEREAS, the Loans are guaranteed by Centrum GBF pursuant to that certain Continuing Unconditional Guaranty dated as of June 30, 2003 (the "Guaranty") made by Centrum GBF in favor of LaSalle; and

WHEREAS, it is a condition precedent to LaSalle's willingness to continue to make loans and otherwise extend credit to Crabar/GBF that (i) the Trademarks and the Trademark Security Agreement, as amended, secure (x) the payment of the Notes and all other indebtedness due thereunder and (y) Centrum GBF's obligations under the Guaranty, and (ii) Centrum GBF execute and deliver to LaSalle this Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Notes and Indebtedness. Centrum GBF and LaSalle hereby agree that the Notes and all other indebtedness due thereunder are secured by the Trademarks and the Trademark Security Agreement, as amended.

2. Guaranty. Centrum GBF and LaSalle hereby agree that the Guaranty and all obligations of Centrum GBF thereunder are secured by the Trademarks and the Trademark Security Agreement, as amended.

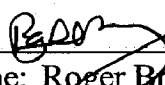
3. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Centrum GBF and LaSalle have each caused this Amendment No. 1 to Trademark Security Agreement to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

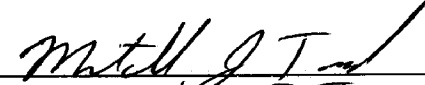
CENTRUM GBF LLC

By: Crabar/Witt LLC, sole member

By: 
Name: Roger Brown
Title: President

Agreed and Accepted to as of
this 30th day of June, 2003

LASALLE BUSINESS CREDIT, LLC

By: 
Name: Mitchell J. Tarvid
Title: VP

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Revised 2/21/03 9:25:44 AM

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Roger Brown, the President of Crabar/Witt LLC, the sole member of CENTRUM GBF LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Amendment No. 1 to Trademark Security Agreement, appeared before me this day in person and acknowledged that as such President of Crabar/Witt LLC, the sole member of Centrum GBF LLC, he signed and delivered the Amendment No. 1 to Trademark Security Agreement, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 30th day of June, 2003.



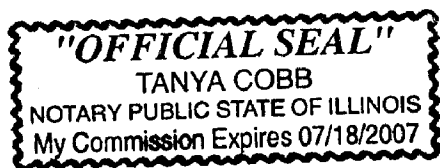
Nadine K. Bryant
Notary Public

My Commissions Expires: Nov. 9, 2007

STATE OF Illinois)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Mitchell G. Tarrid the V.P. of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed the foregoing Amendment No. 1 to Trademark Security Agreement, appeared before me this day in person and acknowledged that as such _____, he or she signed and delivered the Amendment No. 1 to Trademark Security Agreement, as his or her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 30th day of June, 2003.



Tanya Cobb
Notary Public

My Commissions Expires: 7/18/07

EXHIBIT A

RECORDED TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") made as of this 22nd day of January, 2003, by CENTRUM GBF LLC, a Delaware limited liability company ("Borrower") in favor of LASALLE BUSINESS CREDIT, LLC, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("Lender"):

WITNESSETH

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, 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, 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 (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to

Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional

any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this


Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

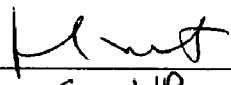
CENTRUM GBF LLC

By: Crabar/Witt LLC, sole member

By: 
Name: Roger Brown
Title: President

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By: 
Its: Sr VP

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SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Specialty Document Solutions	2,170,231	June 30, 1998
SDS	2,170,230	June 30, 1998
Specialty Document Solutions + SDS	2,171,800	July 7, 1998

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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045LLC-20531D

166408.1 042314-22857

RECORDED: 10/17/2003

TRADEMARK
REEL: 002846 FRAME: 0090