

12-07-2000

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Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101543223

To the Honorable Commissioner of Pat

and original documents or copy thereof.

1. Name of conveying party(ies):

Service Partners, LLC

- Individuals
- General Partnership -
- Corporation - State:
- Other: a Virginia limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 19, 2000

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

A. Trademark Application No.(s)

76/120797
76/120798

Additional numbers attached? Yes No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

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

Name: Bankers Trust Company

Internal Address: _____

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation- _____

Other - Collateral Agent

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

Trademark Registration No.(s)\

6. Total number of applications and registration involved 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed

Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(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.

Brian T. Jaenicke

Name of Person Signing

Signature

11/13/00

Date

Total number of pages comprising cover sheet: 1

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.

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

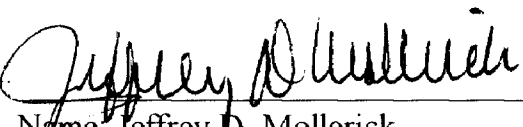
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Service Partners, LLC a Virginia limited liability company ("the Grantor") with principal offices at 1029 Technology Park Drive, Glen Allen, VA 23059, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of October __, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

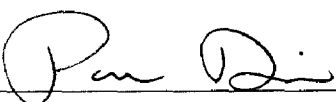
This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

the 19th day of October, 2000. IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

SERVICE PATNERS, LLC
as Grantor

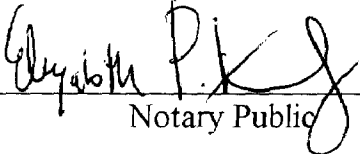
By: 
Name: Jeffrey D. Mollerick
Title: Executive Vice-President

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By: 
Name: Pam Divino
Title: Vice-President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

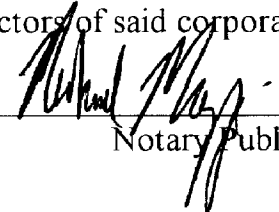
On this 14 day of October, 2000, before me personally came Jeffrey Mollerick who, being by me duly sworn, did state as follows: that he is an executive vice-president of Service Partners, LLC, that he is authorized to execute the foregoing Agreement on behalf of said limited liability company and that he did so by authority of the manager(s) of said limited liability company.


Notary Public

ELIZABETH P. KENNEDY
Notary Public, State of New York
No. 01KE6014926
Qualified in New York County
Commission Expires Oct. 19, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 11th day of October, 2000, before me personally came Pam Divino who, being by me duly sworn, did state as follows: that she is a vice president of Bankers Trust Company, that she is authorized to execute the foregoing Agreement on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.



Notary Public

MICHAEL MAGGI
Notary Public, State of New York
No. 01MA6030598
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Sept. 13, 1001

MARK

APPLICATION
SERIAL NO.

FILING DATE

SERVICE PARTNERS
(design plus words, letters
and/or numbers)

76-120-797

08/31/2000

SERVICE PARTNERS (typed
drawing)

76-120-798

08/31/2000