

06-10-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102116294

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

Tab settings

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

1. Name of conveying party(ies):

CHFA, Inc.

5-24-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 30, 2002

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal

Address:

Street Address: 7 St. Paul Street

City: Baltimore State: MD Zip: 21202

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

05-24-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

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)

76/354,936 76/098,262 75/741,508 75/741,533 76/354,935 75/741,532

B. Trademark Registration No.(s)

2,532,595 2,474,187

Additional number(s) attached Yes No

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

Name: Valerie Brennan

Internal Address:

Hogan & Hartson LLP

Street Address: 8300 Greensboro Drive

Suite 1100

City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

08-2550

(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.

Kevin Gralley

Name of Person Signing

Signature

5/21/02

Date

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

5

06/07/2002 LINDLER 0000099 76354936

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

01 FC:481 02 FC:482

40.00 DP 173.00 DP

TRADEMARK REEL: 002520 FRAME: 0854

# NOTICE OF SECURITY INTEREST IN TRADEMARKS

**THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS** ("Notice") is made as of April 30, 2002, by **CHFA, INC.**, a Delaware corporation ("Debtor").

**WHEREAS**, Debtor has adopted, used and is using, and is the owner of, the trademarks set forth on Schedule A attached hereto, which federal trademarks are registered in the United States Patent and Trademark Office (or for which applications for such registration have been filed and are pending) and are included in the Collateral (defined below);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Trademark Security Agreement (the "Security Agreement") of even date herewith made by Debtor in favor of Wachovia Bank, National Association, a national banking association formerly known as First Union National Bank, having an address from which information regarding the security interests may be obtained at 7 St. Paul Street, Baltimore, Maryland 21202 ("Secured Party"), **NOTICE IS HEREBY GIVEN THAT:**

1. Pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in, among other things, the following "Collateral":

(a) All of Debtor's trademarks (which shall include all service marks) (whether or not registered), trademark registrations, trademark applications, trade names (which shall include all fictitious, assumed and business names) and registered user rights, including the trademarks, trademark registrations, trademark applications, and trade names listed on Schedule A attached hereto and made a part hereof, and (i) all renewals and recordations of any of the foregoing, (ii) all income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (i) - (iv) above, are referred to herein, either individually or collectively, as the "**Trademarks**"); and

(b) All of Debtor's now owned and hereafter acquired goodwill of Debtor's business connected with or associated with and symbolized by the Trademarks (referred to herein as "**Goodwill**"); and

(c) All of Debtor's right, title and interest (but not Debtor's obligations) as a licensee of any trademarks of and from any other Person for use in the business that Debtor is engaged in on the date of this Agreement ("**Licensed Rights**");

(d) All now existing and hereafter arising cash and non-cash proceeds (as that term is used in Article 9) and all other amounts and royalties received in respect of any

sale, exchange, lease, license or other disposition of any Trademarks or Goodwill, and including insurance proceeds, and if any of the foregoing are stored with any other person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (referred to herein as "**Proceeds**"); and

(e) All of Debtor's now owned and existing and hereafter acquired or created franchise agreements, licenses, manufacturing formulas, research materials, engineering reports and other work product, trade secrets, opinions of trademark counsel, agreements with employees and former employees, books, records, documents, ledger cards, invoices, bills of lading and other shipping evidence, credit files, computer programs, tapes, discs, diskettes, and other data and software storage medium and devices, customer lists, mailing lists, mailing labels, business forms and stationery, and other property and general intangibles evidencing or relating to the Trademarks, Goodwill, and/or Proceeds, together with the file cabinets or other containers in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other person), and if any of the foregoing are stored with any other person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (referred to herein as "**Records**").

2. Pursuant to the Security Agreement, Debtor will not hereafter sell or offer to sell or otherwise transfer the Collateral or any interest therein, or grant any rights or interests thereto or therein, except for licenses of the Collateral in the ordinary course of business.

3. Debtor will report any new trademark filings and will notify the Secured Party if any of the Collateral has been abandoned or canceled.

4. Debtor and the Secured Party do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

5. This instrument is made pursuant to the Security Agreement. Debtor hereby expressly authorizes the Secured Party to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of Debtor's rights or interests comprising or connected with the Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

IN WITNESS WHEREOF, Debtor has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer as of the date above first written.

CHFA, INC.

By: \_\_\_\_\_

Brian M. Rogers  
Executive Vice President

**ACKNOWLEDGED:**

**WACHOVIA BANK, NATIONAL ASSOCIATION**

By: *Lucy C Campbell*  
Name: Lucy C Campbell  
Title: VICE PRESIDENT

**STATE OF MARYLAND, TO WIT:**

I HEREBY CERTIFY that on this 16 day of May, 2002, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Brian M. Rogers, who acknowledged himself to be the Executive Vice President of CHFA, Inc., and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Marianne Severino*  
Notary Public

My Commission expires:

Marianne Severino  
Notary Public For  
Howard County, Maryland  
Comm. Expires 11/23/2003

Exhibit A to Notice of Security Interest

**Trademark**

MAX  
MAXIMUM ASSURANCE XPERTS  
MISCELLANEOUS DESIGN (MAX CHARACTER)

MYPERFORMAX.COM

PERFORMAX

PERFORMAX & DESIGN

PERFORMAX ENROLLMENT IN A FLASH

PERFORMAX HEALTHCARE

**Registration**

**Number**

2,532,595  
2,474,187  
Pending (Appl #  
76/354,936)  
Pending (Appl #  
76/098,262)  
Pending (Appl #  
75/741,508)  
Pending (Appl #  
75/741,533)  
Pending (Appl #  
76/354,935)  
Pending (Appl #  
75/741,532)