

7-12-99

REC

07-14-1999

SHEET Y

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Pa

101090810

Attached original documents or copy thereof.

1. Name of conveying party(ies):
 Phone: card Express, LLC

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

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

2. Name and address of receiving party(ies) as agent
 Name: Heller Financial, Inc.
 Internal Address: _____
 Street Address: 500 West Monroe
 City: Chicago State: IL ZIP: 60661

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

If assignee is not domiciled in the United States, a domestic representative designator 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: March 9, 1999

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1,971,962
1,879,214

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Laura Konrath
 Internal Address: Winston & Strawn
33rd Floor
 Street Address: 35 West Wacker Drive
 City: Chicago State: IL ZIP: 60601
07/14/1999 DNGUYEN 00000062 1971962

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 DP
 02 FC:482 25.00 DP

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.

Laura Konrath
 Name of Person Signing

[Signature]
 Signature

Total number of pages including cover sheet, attachments, and document: 7

Refund: 07/14/1999 DNGUYEN 0000006271 \$7.00
 CHECK Refund Total: \$

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 001926 FRAME: 0502

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

WHEREAS, Phonecard Express, LLC, a Delaware limited liability company ("Grantor") owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, MHTC Holdings, LLC ("MHTC"), Magnet, LLC ("MLLC"), Benchmark Industries, LLC ("Benchmark"), Perfect Promotional Products, LLC ("Perfect" and together with MHTC, MLLC, Benchmark and Grantor each a "Borrower" and collectively, the "Borrowers"), Agent (together with its successors and assigns, the "Grantee") and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of May 14, 1998 and amended and restated as of March 9, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of May 14, 1998 and amended and restated as of March 9, 1999 (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"; terms defined in the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Security Agreement), between Grantor, MHTC, MLLC, Benchmark, Perfect and Grantee, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business

connected with the use of, and symbolized by, each Trademark License; and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 9th day of March, 1999.

PHONECARD EXPRESS, LLC

By *Lori J. Wood*
Name: Lori Wood
Title: V.P.

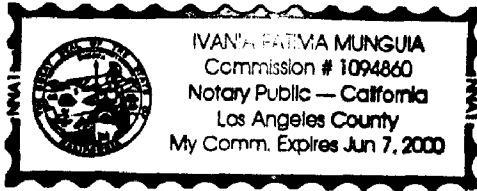
Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

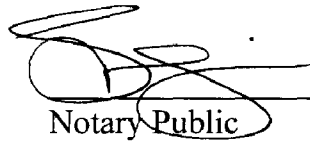
By *P. Henahan*
Name: Patrick Henahan
Title: SVP

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On this 5th day of March, 1999 before me personally appeared Lori J. Wood
_____, to me personally known or proved to me on the basis of satisfactory evidence to
be the person described in and who executed the foregoing instrument as Vice President
_____ of Phonocard Express, LLC, a Delaware limited liability company, who being by
me duly sworn, did depose and say that he is such officer of such limited liability company; that the
foregoing instrument was executed on behalf of said limited liability company by order of its sole
Member; and that he acknowledged said instrument to be the free act and deed of said corporation.



{Seal}



Notary Public

My commission expires:

06/07/2000

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Phonecard Express	1,971,962	Assigned May __, 1998
Campcard	1,879,214	Assigned May __, 1998

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
--------------------------	----------------	--------------------------

None