

12-30-1999



101234385

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

*WKS
12.14.99*

To the Commissioner of Patents and Trademarks:
Please record the attached original document(s) or copy(ies) thereof.

- 1. Submission Type: **New**
- 2. Conveyance Type: **Other**

A Trademark Security Agreement of the Trademark Registration Numbers referred to below was previously recorded on May 10, 1999 at Reel 1896, Frame 0434 and Reel 1896, Frame 0350. The enclosed Grant of Trademark Security Interest replaces and supersedes the Trademark Security Agreement filed at Reel 1896, Frame 0434 and Reel 1896, Frame 0350.

- 3. Conveying Party:

Operators Standing By, Inc., a Delaware corporation

Execution Date: **November 30, 1999.**

- 4. Name and address of receiving party:

**Canadian Imperial Bank of Commerce, as Administrative Agent, a banking association
425 Lexington Avenue
New York, New York 10017
Attention: Michael Daven**

- 5. Trademark Application Number(s) or Registration Number(s):

- A. Trademark Application Nos.:
- B. Trademark Registration Nos.: **1,718,580
1,744,743**

- 6. Correspondent Name and Address:

David Hollander, Esq.
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071

- 7. Total Number of Properties Involved: **2**

- 8. Fee Amount for Properties Listed (37 CFR 3.41): **\$80.00 ~~\$65.00~~**

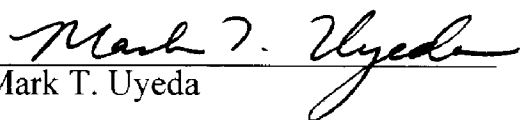
Method of Payment: **enclosed**

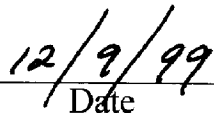
LA1:873908.2

00000141 1718580
 01 FC:461
 02 FC:462
 40.00 OP
 25.00 OP

8. 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.


Mark T. Uyeda


Date

Total number of pages of the attached conveyance document, including any attachments:

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, OPERATORS STANDING BY, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Protocol Communications, Inc., a Delaware corporation ("**Company**"), and Media Express Inc., a corporation organized, constituted and existing under the Canada Business Corporations Act formerly known as 3587452 Canada Inc. (the "**Canadian Borrower**"), have entered into a Third Amended and Restated Credit Agreement dated as of November 30, 1999 (said Third Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), ING (U.S.) Capital, LLC, as Syndication Agent and Co-Book Runner, and LaSalle Bank National Association, as Documentation Agent, with CIBC World Markets Corp., as Arranger and Lead Book Runner, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, the Borrowers may from time to time enter, or may from time to time have entered, into one or more Currency Agreements (collectively, the "**Lender Currency Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Currency Agreements are entered into (in such capacity, collectively, "**Currency Exchangers**"); and

WHEREAS, Grantor has executed and delivered that certain Second Amended and Restated Domestic Subsidiary Guaranty dated as of November 30, 1999 (said Second Amended and Restated Domestic Subsidiary Guaranty, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Currency Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrowers under the Credit Agreement and the other Loan Documents and all obligations of the Borrowers under the Lender Currency Agreements, including without limitation the obligation of the Borrowers to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of November 30, 1999 (as amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

Grant of OSB Trademark
Security Interest

NY1:717310.1

TRADEMARK
REEL: 002004 FRAME: 0932

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(iii) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(iv) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[Signature page follows.]

SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Operators Standing By, Inc.	Operators standing by...	1718580	2/20/91
	Total Availability Services TAS (TN)	1744743	4/18/90

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of November, 1999.

OPERATORS STANDING BY, INC.

By:  _____

Name: Raymond P. Wilson

Title: Vice President & Chief Financial Officer

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Grant of OSB Trademark
Security Interest

NY1:717310

RECORDED: 12/14/1999

**TRADEMARK
REEL: 002004 FRAME: 0936**