



101832095

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): 8-28-01 Finova Capital Corporation
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No
3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution date: August 21, 2001

2. Name and address of receiving party(ies):
Name: Wilmington Trust Company
Internal
Address: 1100 North Market Street
Street Address: Rodney Square North
City: Wilmington State: DE Zip: 19890
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State State of Delaware
Other
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)
B. Trademark Registration No.(s)
1,948,412
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 23-0800
(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Amanda Samuel
Internal Address: Weil, Gotshal & Manges, LLP
Street Address: 767 5th Avenue
City: New York State: NY Zip: 10153

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.
Phyllis Eremitaggio Signature August 28, 2001 Date

08/31/2001 DBYRNE 00000146 230800 1948412 Total number of pages including cover sheet, attachments, and document: 6

01 FC:481 40.00 CH Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2001, by FINOVA Capital Corporation (the "*Grantor*"), in favor of the Wilmington Trust Company, as agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "*Collateral Trustee*").

WITNESSETH:

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of August 21, 2001 in favor of the Collateral Trustee (the "*Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Collateral Trustee as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Trustee for the benefit of the Secured Parties, and grants to the Collateral Trustee for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; and

(e) all other rights or benefits relating to the foregoing.

SECTION 3. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee 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.

SECTION 4. **After Acquired Trademark Collateral.** If the Grantor shall hereafter obtain any rights, title or interest in any item (including, without limitation, any Trademark, Trademark License, reissues, continuations or extensions thereof, goodwill of the business connected with the use thereof and symbolized thereby, or Proceeds thereof) that would have constituted Trademark Collateral had the Grantor possessed such right, title or interest in such item as of the date of this Trademark Security Agreement, then such item shall be deemed to be Trademark Collateral, the provisions of this Trademark Security Agreement shall apply thereto and such right, title or interest shall be subject to the security interest granted hereby.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FINOVA Capital Corporation

By: 

Name:

Title:

Accepted and Agreed:

Wilmington Trust Company, as Collateral Trustee

By: 

Name:

~~Steven Cimaroni~~

Title:

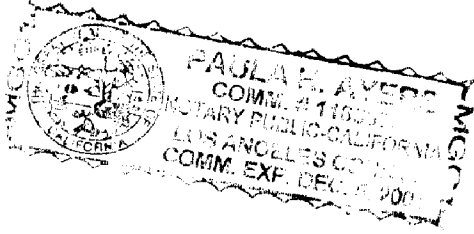
~~Vice President~~

ACKNOWLEDGEMENT OF GRANTOR

STATE OF California
COUNTY OF Los Angeles) ss.

On this 20th day of Aug, 2001 before me personally appeared Richard Lieberman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FINOVA Capital Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Paula H. Ayers
Notary Public



SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

The FINOVA Capital Corporation Service Marks							
File #	Service Mark	Country	Filing Date	Serial No.	Issue Date	Registration No.	Applicant/Registrant
108024-05	FINOVA CAPITAL CORPORATION	U.S.	9/29/94	74/579,971	1/16/96	1,948,412	Finova Capital Corporation