

06-21-2002



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To the Honorable Commissioner of

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sierra Tucson, L.L.C.

6-21-02

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

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

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

Name: General Electric Capital Corporation, as Administrative Agent

Internal Address: _____

Street Address: 120 Long Ridge Road, 3rd Floor

City: Stamford State: CT ZIP: 06927

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: June 13, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,716,808 ; 1,712,460 ; 1,743,704
1,617,190 ; 1,619,106 ; 1,615,205

Additional numbers attached? Yes No

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

Name: Jason A. Cohen, Esq.

Internal Address: Simpson Thacher & Bartlett

06/24/2002 6TON11 00000048 1716808

01 FC:481 40.00 DP
02 FC:482 125.00 DP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$165.00

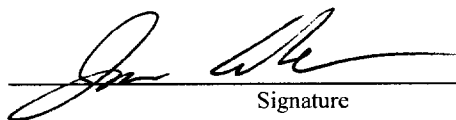
- Enclosed
- Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jason A. Cohen, Esq.
Name of Person Signing


Signature

6/20/2002
Date

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

GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 13, 2002 is made by Sierra Tucson, L.L.C., a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 22, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, ST Holding LLC, a Delaware limited liability company ("Holdings"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of March 22, 2002, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, Grantor has duly authorized the execution, delivery and performance of the Guarantee and Collateral Agreement;

WHEREAS, pursuant to Section 3 of the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including all Trademarks "now owned or at any time hereafter acquired" by the Grantor;

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution and delivery of this Grant of Security Interest in Trademark Rights;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, all its right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the

Agent and the Lenders to secure payment, performance and observance of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby acknowledge that this security interest is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and is not intended to increase, decrease or alter in any way the rights, remedies and obligations of the Grantor and/or Agent set forth therein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SIERRA TUCSON, L.L.C.

By: Bertha B. Kenny
 Name: BERTHA B. KENNY
 Title: Corporate Secretary

GENERAL ELECTRIC CAPITAL CORPORATION
 as Administrative Agent for the Lenders

By: _____
 Name:
 Title:

Agent and the Lenders to secure payment, performance and observance of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby acknowledge that this security interest is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and is not intended to increase, decrease or alter in any way the rights, remedies and obligations of the Grantor and/or Agent set forth therein.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SIERRA TUCSON, L.L.C.

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent for the Lenders

By: 
Name: Anne Kennelly Kratky
Title: Manager Operations

TRADEMARK

REEL: 002529 FRAME: 0718

STATE OF Arizona)
) ss
COUNTY OF Pima)

On the 12 day of June, 2002, before me personally came Bertha Kenny, who is personally known to me to be the Corporate Secretary of Sierra Tucson, L.L.C., a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Corporate Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Christine Willett
Notary Public

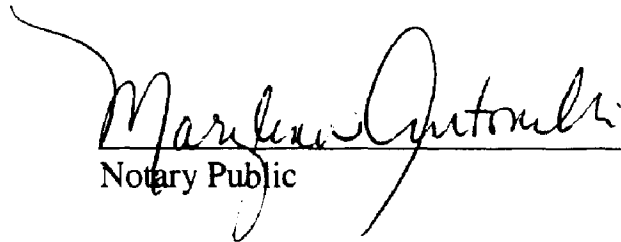


(PLACE STAMP AND SEAL ABOVE)

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On the 14 day of June, 2002, before me personally came Anne Kennelly Kratky, who is personally known to me to be the Manager Operations of General Electric Capital Corporation; who, being duly sworn, did depose and say that she/he is the Manager Operations in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Marylena Antonelli
Notary Public

MARYLENA ANTONELLI
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2006

SCHEDULE A

Trademarks of Sierra Tucson, L.L.C.

(Dated as of June 13, 2002)

Mark	Trademark Registration Number
SIERRA MODEL	Reg. No. 1,716,808
QUALITY OF LIFE WORKSHOP	Reg. No. 1,712,460
SIERRA TUCSON AND DESIGN	Reg. No. 1,743,704
SIERRA TUCSON	Reg. No. 1,617,190
SIERRA TUCSON	Reg. No. 1,619,106
SIERRA TUCSON AND DESIGN	Reg. No. 1,615,205