

08-26-2002



102201351

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):
Protocol Communications, Inc. **2002 AUG 19 AM 9:07**

Individual(s)
 General Partnership
 Corporation-State Delaware
 Other _____

FINANCE SECTION
 Association
 Limited Partnership
8-19-02

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

2. Name and address of receiving party(ies)
Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Internal Address: _____
Street Address: 425 Lexington Avenue
City: New York State: NY Zip: 10017

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

1. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Corporation-State

Other Grant of Trademark Security Interest
Execution Date: August 5, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/358,288

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patricia Torres, Esq.
Internal Address:
O'Melveny & Myers LLP
Street Address: 400 South Hope Street
City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account


8. Deposit account number:

(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.

Patricia Torres, Esq.
Name of Person Signing


Signature

August 19, 2002
Date

Total number of pages including cover sheet, attachments, and document: 6

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

08/26/2002 DBYRNE 00000082 76358288

01 FC-481

40.00 DP

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PROTOCOL COMMUNICATIONS, 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;

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

Grant of OSB Trademark
Security Interest

TRADEMARK
REEL: 002568 FRAME: 0874

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**"):

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

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.]

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 5th day of August, 2002.

PROTOCOL COMMUNICATIONS, INC.

By: Deborah Jones
Name: Deborah Jones
Title: Vice President

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 5th day of August, 2002.

MBS COMMUNICATIONS, INC.

By: Deborah Zonies
Name: _____
Title:

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration/ Application Number</u>	<u>Filing Date</u>
Robert R. Roscoe	We'll Answer For You! (TN)	74/505,237	3/25/94
Robert R. Roscoe	Teleservices With A Personal Touch (TN)	75/505,458	6/19/98

**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>
Protocol Communications, Inc.	The Q (TM) (Application Pending)	76,358,288	01/11/02