

10-31-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

102267540

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-25-02 Nova Factor, Inc. 1640 Century Center Parkway, Suite 101 Memphis, TN 38134

2. Name and address of receiving party(ies) Name: Bank of America, N.A., as Collateral Agent Internal Address: Street Address: 231 LaSalle Street City: Chicago State: IL Zip: 60697

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Notice of Grant of Security Interest Execution Date: June 13, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,688,287

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven D. Thomas Internal Address: Moore & Van Allen, PLLC Street Address: 2200 West Main Street Suite 800 City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 01 7. Total fee (37 CFR 3.41): \$ 40.00 [x] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 50-2316

DO NOT USE THIS SPACE

9. Signature. Steven D. Thomas Name of Person Signing Signature October 25, 2002 Date

10/30/2002 DBYRME 00000021 1688287 40.00 DP 01 FC:0521

Total number of pages including cover sheet, attachments, and document: 04

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

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

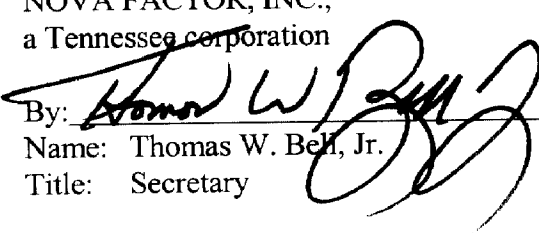
Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement (the "Security Agreement") dated as of June 13, 2002 among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

NOVA FACTOR, INC.,
a Tennessee corporation

By: 
Name: Thomas W. Bell, Jr.
Title: Secretary

Grantor's Address:
1640 Century Center Parkway, Suite 101
Memphis, TN 38134
Attention: Joel R. Kimbrough, Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement (the "Security Agreement") dated as of June 13, 2002 among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

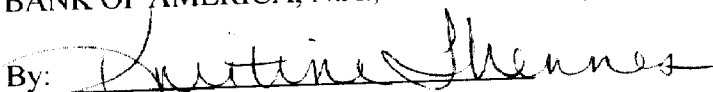
NOVA FACTOR, INC.,
a Tennessee corporation

By: _____
Name: Thomas W. Bell, Jr.
Title: Secretary

Grantor's Address:
1640 Century Center Parkway, Suite 101
Memphis, TN 38134
Attention: Joel R. Kimbrough, Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Kristine Thennes
Title: Vice President

SCHEDULE 1
TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOVA FACTOR, INC.
(TENNESSEE CORPORATION)

U.S. Registered Trademarks

Trademark	Registration No.	Registration Date
NOVA FACTOR and Design	1,688,287	05/19/92