

REC

02-21-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



2-21-03

102362659

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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):
Rumpke Consolidated Companies, Inc.

Individual
 General Partnership
 Corporation-State Ohio

Association
 Limited Partnership
 Other -

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

3. Nature of conveyance:

Assignment
 Security Agreement
 Other -

Merger
 Change of Name

Execution Date: December 31, 2002

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

Name: Bank of America, N.A. as administrative agent

Internal Address:

Street Address: 231 South LaSalle Street

City: Chicago State: IL Zip: 60697 Country: USA

Individual(s) Citizenship: U.S.A.
 Association:
 General Partnership:
 Limited Partnership:
 Corporation-State State
 Other: National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)
U.S. Registration No. 2,460,784 registered June 19, 2001

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

Name: Elisabeth A. Evert, Esq.
Internal Address: Sidley Austin Brown & Wood
Street Address: 717 North Harwood St., Suite 3400
City: Dallas State: TX ZIP: 75201

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

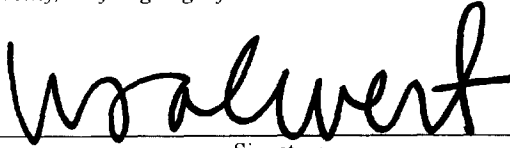
8. Deposit account number: 18-1260

02/24/2003 DBYRNE 00000175 181260 2460784

01 FC:8521 40.00 CH
02 FC:8523 120.00 CH

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.



Elisabeth A. Evert
Name of Person Signing

02/20/03
Date

Total number of pages comprising cover sheet 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 2609 FRAME: 0712

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this "Agreement"), dated as of December 31, 2002, is made by Rumpke Consolidated Companies, Inc., an Ohio corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent (together with its successor(s) thereto, in such capacity the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Administrative Agent and the Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and provide other financial accommodations to Grantor;

WHEREAS, in order to induce Administrative Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make the Loans and provide the other financial accommodations as provided for in the Credit Agreement, Grantor has agreed to grant a security interest and lien on its Trademark Collateral (as hereinafter defined) to secure the Obligations; and

WHEREAS, it is a condition precedent to the making of the Loans and provision of other financial accommodations under the Credit Agreement that the Grantor shall have granted a security interest and lien on certain of its interests in the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, recitals, schedules and exhibits, have the meanings provided (or incorporated by reference) in that certain Security Agreement dated as of the date hereof among the Grantor, various subsidiaries of the Grantor party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time the "Security Agreement").

ARTICLE II Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

SECTION 2.1. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing

anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

SECTION 2.2. all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

SECTION 2.3. all reissues, extensions or renewals of any of the items described in clause (a) and (b);

SECTION 2.4. all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

SECTION 2.5. all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

ARTICLE III Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

ARTICLE IV Release of Security Interest. Upon (i) the Disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in any or all of the Trademark Collateral which has been granted hereunder.

ARTICLE V Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

ARTICLE VI Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

ARTICLE VII Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

RUMPKE CONSOLIDATED COMPANIES,
INC.

By _____
Name:
Title:

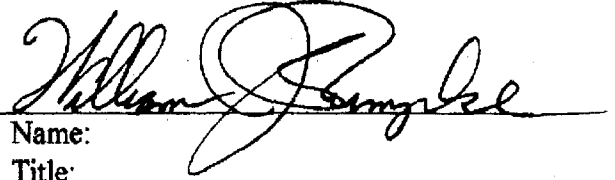
BANK OF AMERICA, N.A.,
as Administrative Agent

By 
Name:
Title: KRISTINE THENNES
Vice President

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.

RUMPKE CONSOLIDATED COMPANIES,
INC.

By


Name:
Title:

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

By _____

Name:
Title:

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	RUMPKE (stylized)	2,460,784	June 19, 2001

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.