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Foam PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab Settings

05-17-2004



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

To the Honorable Commission

102708087

ached original documents or copy thereof.

1. Name of conveying party(ies):

Protocol Services, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-(a Delaware corporation) Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Grant of Trademark Security Interest

Execution Date: May 7, 2004

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

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

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

A. Trademark Application No.(s) None.

B. Trademark No.(s) 2,822,626; and 2,797,370

Additional number(s) attached? Yes No

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

Name: Gina Durham, Esq.

Internal Address: c/o O'Melveny & Myers LLP

Street Address: 400 South Hope Street, Room 1919

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 185.00

- 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 forgoing information is true and correct and any attached copy is a true copy of the original document.

Gina Durham Name of Person Signing

Signature

May 14, 2004 Date

05/18/2004 LMUELLER 00000038 2822626 Total number of pages including cover sheet, attachments, and documents: 5

01 FC:8521 02 FC:8522 03 FC:8523

40.00 MP documents to be recorded with required cover sheet information to: 25.00 OP Commissioner of Patents & Trademarks, Box Assignments 120.00 OP Washington, D.C. 20231

154,607-009

LA3:1066727.1

TRADEMARK REEL: 002852 FRAME: 0567

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PROTOCOL SERVICES, INC., a Delaware corporation (f/k/a Protocol Communications, Inc.) ("**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, Grantor and Media Express Inc., a corporation organized, constituted and existing under the Canada Business Corporations Act (collectively, the "**Borrowers**"), 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 Amended and Restated Company Guaranty dated as of November 30, 1999 (said Amended and Restated Company 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 Canadian Borrower under the Credit Agreement and the other Loan Documents and all obligations of Canadian Borrower under the Lender Currency Agreements, including without limitation the obligation of Canadian Borrower 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; and

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

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.

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 to follow]

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 7th day of May, 2004.

PROTOCOL SERVICES, INC.

By: Kurt Marhoefer
Name: Kurt Marhoefer
Title: CFO and Secretary

**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 Services, Inc.	Protocol Marketing Group	2,822,626	March 16, 2004
Protocol Services, Inc.	Make it Easy to be a Customer	2,797,370	December 23, 2003