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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/21/2002) Tab settings



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

102708109

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

1. Name of conveying party(ies):

Leadsworld, Inc.

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State DE
Other

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address:

Street Address: 201 Merritt 7, 6th Floor

City: Norwalk State: CT Zip: 06856-5201

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State DE
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: April 30, 2004

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

A. Trademark Application No.(s) See continuation of item 4 attached hereto

B. Trademark Registration No.(s) See continuation of item 4 attached hereto

Additional number(s) attached Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins LLP

Suite 5800, Sears Tower

Street Address:

233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 6

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

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

May 17, 2004

Date

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

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

05/19/2004 ECOOPER 00000021 2161486

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP
03 FC:8523 120.00 OP

TRADEMARK REEL: 002853 FRAME: 0501

CONTINUATION OF ITEM 4

Registration No.
2,161,486
2,210,085
2,386,710
2,260,736
Application Serial No.
78/391220
78/324205

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of April 30, 2004, by LEEDSWORLD, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain SCIL Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Term Loan to Grantor;

WHEREAS, Agent and Lenders are willing to make the Term Loan as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

4. INTERCREDITOR AGREEMENT CONTROLLING. Notwithstanding anything to the contrary contained in this Agreement, as between the Senior Lenders and the Lenders, the priorities with respect to all security interests granted to the Agent and the Lenders in this Agreement shall be governed by the terms and provisions of the Intercreditor Agreement, dated as of the date hereof, between the Agent, the Lenders, the Senior Agent and the Senior Lenders.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LEEDSWORLD, INC.

By: 
Name: MARTIN J. VULONO
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LEEDSWORLD, INC.

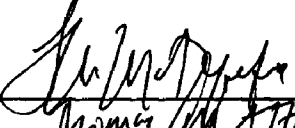
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:  _____
Name: Thomas W. Hoffer
Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Federal Trademarks

A. Federal Registrations

	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	SURESHIP	2,161,486	June 2, 1998
2.	SURE SHIP and design	2,210,085	December 15, 1998
3.	LEED'S	2,386,710	September 19, 2000
4.	BENCHMARK	2,260,736	July 13, 1999

B. Federal Applications

	<u>Mark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
1.	WORLDSOURCE	78/391220	March 26, 2004
2.	(Design only)	78/324205	November 6, 2003