

01-30-2004



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Form PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
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):  
P.P.C., Inc.

*1-26-04*

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State - Missouri  
 Other

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

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

Name: Deutsche Bank AG  
 Internal Address: \_\_\_\_\_  
 Street Address: 60 Wall Street  
 City: New York State: NY ZIP: 10005

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other Collateral Agent

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other \_\_\_\_\_

Execution Date: January 5, 2004

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
1420389, 1397226, 1401510, 1467606

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Meredith Schorr  
 Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 4

7. Total fee (37 CFR 3.41): ..... \$115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705 (in event of deficiency)

(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.*

Meredith Schorr *Meredith Schorr* 1/26/04  
 Name of Person Signing Signature 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:

**Mail Stop Assignment Recordation Services**  
**Director of US Patent and Trademark Office**  
**PO Box 1450**  
**Alexandria, VA 22313-1450**

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01/29/2004 DBYRNE 00000103 1420389

01 FC:8521  
02 FC:8522

40.00 OP  
75.00 OP

NEWYORK 3323041 (2K)

TRADEMARK  
REEL: 002905 FRAME: 0699

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, P.P.C., Inc., a Missouri corporation (the "Grantor") with principal offices at 6950 Columbia Gateway Drive, Columbia, Maryland, 21046, hereby grants to Deutsche Bank AG, New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 5, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 5<sup>th</sup>

day of January, 2004.

P.P.C., INC., Grantor

By: Megan M. Arthur  
Name:  
Title:


DEUTSCHE BANK AG, NEW YORK BRANCH,  
as Collateral Agent and Grantee

By: Scotty Lindsey  
Name: **Scotty Lindsey**  
Title: **Vice President**

By: Diane F. Rolfe  
Name: **Diane F. Rolfe**  
Title: **Vice President**

STATE OF New York )  
COUNTY OF New York ) ss.:

On this 5<sup>th</sup> day of January, 2004, before me personally came \_\_\_\_\_  
Megan M. Arhove who, being by me duly sworn, did state as follows: that [s]he is  
\_\_\_\_\_ of P.P.C., Inc., that [s]he is authorized to execute the foregoing Grant on behalf  
of said Corporation and that [s]he did so by authority of the Board of Directors of said  
Corporation.

  
\_\_\_\_\_  
Notary Public

SCOTT HECK  
Notary Public, State of New York  
No. 01HE6073071  
Qualified in New York County  
Commission Expires April 15, 2005

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On this 5<sup>th</sup> day of January, 2004, before me personally came \_\_\_\_\_  
Scottye Lindsey who, being by me duly sworn, did state as follows: that [s]he is  
Vice President of Deutsche Bank AG, New York Branch, that [s]he is authorized to  
execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of  
the Board of Directors of said corporation.

  
Notary Public

AYESHA CIZMAZIJA  
Notary Public, State of New York  
No. 01CI6094117  
Qualified in New York County  
Commission Expires June 16, 2007

STATE OF New York)  
COUNTY OF New York) SS.:

On this 5<sup>th</sup> day of January, 2004, before me personally came \_\_\_\_\_  
Diane Kolfe who, being by me duly sworn, did state as follows: that [s]he is  
Vice President of Deutsche Bank AG, New York Branch, that [s]he is authorized to  
execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of  
the Board of Directors of said corporation.

  
Notary Public

AYESHA CIZMAZIJA  
Notary Public, State of New York  
No. 01CI6094117  
Qualified in New York County  
Commission Expires June 16, 2007



<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PERSONAL PERFORMANCE CONSULTANTS	1,420,389	12/9/86
PPC	1,397,226	6/10/86
PPC (Stylized)	1,401,510	7/15/86
PSYCHPLAN	1,467,606	12/1/87