

01-30-2004

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pat.

102657656

and the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-26-04
Westwood/Pembroke System Limited Partnership

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

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

3. Nature of conveyance:

- Assignment
- Security Interest
- Other
- Merger
- Change of Name

Execution Date: January 5, 2004

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

A. Trademark Application No.(s)

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

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

A. Trademark Application No.(s)

Trademark Registration No.(s)

1839742
1872938

Additional numbers attached? Yes No

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: _____

NY _____ ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): \$65.00

- 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

Name of Person Signing

Signature

1/26/04

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

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.

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01 FC:8521

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02 FC:A522

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TRADEMARK
REEL: 002905 FRAME: 0783

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Westwood/Pembroke System Limited Partnership, a Massachusetts partnership (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 5th

day of January, 2004.

WESTWOOD/PEMBROKE SYSTEM LIMITED
PARTNERSHIP, 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 5th day of January, 2004, before me personally came _____
Megan M. Arthur who, being by me duly sworn, did state as follows: that [s]he is
_____ of Westwood/Pembroke System Limited Partnership, that [s]he is authorized
to execute the foregoing Grant on behalf of said limited partnership and that [s]he did so by
authority of the limited partners of said limited partnership.



Notary Public

Notary Public, State of New York
No. 01HE60730
Qualified in New York County
Commission Expires April 15, 2005

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

On this 5th day of January, 2004, before me personally came _____
Scotty 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 5th day of January, 2004, before me personally came _____
Diane Rolfe 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. 01C16094117
Qualified in New York County
Commission Expires June 16, 2007

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
1-800-22-ACCES	1,839,742	6/14/94
ACCES	1,872,938	1/10/95