

02-17-2004



2/17/04

To the Honorable Commissioner,

102669511

Attached original documents or copy thereof.

1. Name of conveying party(ies):

MILLER HEIMAN, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment
- Merger
- Change of Name

Execution Date: 12/11/03

2. Name and address of receiving party(ies)

Name: CIT LENDING SERVICES CORPORATION

Internal Address: c/o CIT Group, Inc.

Street Address: 1 CIT Drive, Third Floor

City: Livingston State: NJ Zip: 07039

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

**See attached Schedule A-1**

Additional number(s) attached  Yes  No

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

Nan \_\_\_\_\_

Inter: **Return To 190280**

**National Corporate Research, LTD.**

**225 W. 34th St., Suite 910**

**New York, N.Y. 10122**

**(800) 221-0102 (212) 947-7200**

Stre \_\_\_\_\_

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: \_\_\_\_\_

**9**

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

Joseph Maksey  
Name of Person Signing

[Signature]  
Signature

2/12/04  
Date

Total number of pages including cover sheet, attachments, and document: **11**

02/18/2004 LNUPELLER 00000037 1346841

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

01 FC:8521  
02 FC:8522

40.00 DP  
200.00 DP

**SCHEDULE A-1**

**TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED U.S. TRADEMARKS  
AND TRADEMARK APPLICATIONS

REGISTERED U.S.  
TRADEMARKS

REGISTRATION  
REG. NO.

DATE

**Owned Trademarks**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>EXPIRATION DATE</b>	
<i>Strategic Selling</i> ® – US Federal	1,346,841	7/2/85	7/2/05	1
<i>Strategic Selling</i> ® – California	21055	10/1/84	10/1/04	
<i>Strategic Selling</i> ® – Nevada	30-241	8/26/97	8/26/07	
<i>Conceptual Selling</i> ® – US Federal	1,346,842	7/2/85	7/2/05	2
<i>Conceptual Selling</i> ® – California	21054	10/1/84	10/1/04	
<i>Conceptual Selling</i> ® – Nevada	30-195	7/25/97	7/25/07	
<i>LAMP</i> ® – US Federal	1,594,615	5/1/90	5/1/10	3
<i>LAMP</i> ® – Nevada	30-194	7/25/97	7/25/07	
Miller Heiman, Inc. (Logo) – US Federal	1,551,921	8/15/89	8/15/09	4
Miller Heiman, Inc. (Logo) – US Federal	2,197,710	10/20/98	10/20/08	5
MILLER HEIMAN INCORPORATED – Nevada	30-205	8/14/97	8/14/07	
MILLER HEIMAN INCORPORATED – Nevada	30-193	7/25/97	7/25/07	
MILLER HEIMAN INCORPORATED – Nevada	30-204	8/14/97	8/14/07	
MILLER HEIMAN INCORPORATED – Nevada	30-192	7/25/97	7/25/07	
MILLER HEIMAN (Stylized) – US Federal	2723908	6/10/03	6/10/13	6
MILLER HEIMAN (Stylized) – US Federal	2726897	6/17/03	6/17/13	7
<i>Tactical Telesales</i> ® – US Federal	2,136,342	2/10/98	2/10/08	8
CSO Summit (Logo) – US Federal	2,711,299	4/29/03	4/29/13	9

**Licensed Trademarks**

None.

256006v3

256006.4

**RATIFICATION AND AMENDMENT OF  
TRADEMARK COLLATERAL AGREEMENT**

THIS RATIFICATION AND AMENDMENT OF TRADEMARK COLLATERAL AGREEMENT (this "Amendment"), dated as of December 11, 2003, is by and between **MILLER HEIMAN, INC.**, a Nevada corporation ("Assignor"), with its mailing address at 1595 Meadow Wood Lane, Suite 2, Reno, Nevada 89502 and **CIT LENDING SERVICES CORPORATION**, a Delaware corporation ("CIT"), in its capacity as collateral trustee (the "Collateral Trustee") under the Collateral Trust Agreement referred to hereinbelow, with its mailing address at c/o CIT Group, Inc., 1 CIT Drive, Third Floor, Livingston, New Jersey 07039.

**R E C I T A L S:**

WHEREAS, Assignor previously entered into and executed that certain Security Agreement Re: Patents, Trademarks and Copyrights, dated as of October 15, 1998 (the "Trademark/Copyright Security Agreement"), with Wells Fargo Bank, National Association (formerly known as First Security Bank, National Association), in its capacity as Collateral Trustee (in such capacity, the "Original Collateral Trustee") under that certain Collateral Trust Agreement, dated as of October 15, 1998 (the "Existing Collateral Trust Agreement"), executed by and between Assignor and the Original Collateral Trustee; and

WHEREAS, in order to further evidence and perfect the Original Collateral Trustee's security interest in and lien upon Assignor's trademarks granted by Assignor to the Original Collateral Trustee pursuant to the Trademark/Copyright Security Agreement, Assignor and the Original Collateral Trustee executed a Trademark Collateral Agreement, dated October 16, 1998, which Trademark Collateral Agreement was filed with the United States Patent and Trademark Office on October 30, 1998 at Reel 1767, Frame 0319 (the "Trademark Collateral Agreement"); and

WHEREAS, pursuant to written notice delivered by CIT to the Original Collateral Trustee on or about December 3, 2003, CIT, as "Required Lenders" under, and as such quoted term is defined in, the Existing Credit Agreement referred to below, removed the Original Collateral Trustee and succeeded to the Original Collateral Trustee as Collateral Trustee under the Existing Collateral Trust Agreement; and

WHEREAS, Assignor has entered into, among other things, (a) an Amended and Restated Credit Agreement, dated of even date herewith, by and among Assignor, CIT, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. ("MLC") and CIT, in its capacity as Agent for itself, MLC and the other lenders from time to time party thereto (the "Credit Agreement"), which Credit Agreement amends and restates in its entirety (subject to the terms of Section 21.12 thereof) that certain Credit Agreement, dated as of October 15, 1998, by and among the Assignor and certain other parties named on the signature pages thereto (the

256006v3

256006.4

“Existing Credit Agreement”), and (b) an Amended and Restated Collateral Trust Agreement, dated as of December 11, 2003, by and between Assignor and CIT, in its capacity as Collateral Trustee thereunder (the “Collateral Trust Agreement”), which Collateral Trust Agreement amends and restates in its entirety (subject to the terms of Section 11(g) thereof) the Existing Collateral Trust Agreement; and

WHEREAS, in connection with Assignor’s execution and delivery of the Credit Agreement and the Collateral Trust Agreement, Assignor and the Collateral Trustee have, as of the date hereof, executed a Ratification and Amendment of Security Agreement re: Patents, Trademarks and Copyrights (the “Trademark/Copyright Security Agreement Amendment”); and

WHEREAS, Assignor agreed pursuant to the Trademark/Copyright Security Agreement Amendment to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, receipt of which is hereby acknowledged, Assignor and the Collateral Trustee hereby agree as follows:

1. Existing Defined Terms. Except as otherwise defined in this Amendment, terms defined in the Trademark Collateral Agreement shall have the same meaning when used herein.

2. Ratification of Trademark Collateral Agreement. Assignor hereby ratifies and restates, and agrees to perform and be bound by, the Trademark Collateral Agreement, as amended pursuant to this Amendment.

3. Amendment of Certain Definitions. Effective from and after the date hereof, the following terms defined in the Trademark Collateral Agreement shall be amended as set forth below:

(a) Each reference in the Trademark Collateral Agreement to the “Collateral Trust Agreement” shall mean and refer to the Collateral Trust Agreement, as such term is defined in this Amendment;

(b) Each reference in the Trademark Collateral Agreement to the “Collateral Trustee” and to “Assignee” shall mean and refer to CIT, in its capacity as Collateral Trustee under the Collateral Trust Agreement, as such term is defined in this Amendment; and

(c) Each reference in the Trademark Collateral Agreement to “Secured Obligations” shall mean and refer to Secured Obligations, as such term is defined in the Trademark/Copyright Security Agreement.

4. Amendment of Schedules. Schedule A-1 To Trademark Collateral Agreement attached to the Trademark Collateral Agreement is hereby amended and restated in its entirety by substituting therefor the Schedule A-1 To Trademark Collateral Agreement attached to this Amendment.

5. Confirmation and Grant of Security Interest. To secure payment and performance of all Secured Obligations (as defined in the Trademark/Copyright Security Agreement), and ratifying, confirming and supplementing Assignor's prior grants of security interests in and Liens upon the Trademarks and other Collateral described in the Trademark Collateral Agreement, as collateral security heretofore granted to the Original Collateral Trustee pursuant to the Trademark Collateral Agreement, Assignor hereby grants to CIT, as Collateral Trustee under the Collateral Trust Agreement, a security interest in and Lien upon, and acknowledges and agrees that the Collateral Trustee has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of Assignor, whether now existing or hereafter acquired or arising, in and to all of the following property:

(a) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connection with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(b) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark application, in each case together with the right to sue for and collect said damages.

6. Effect. Except as expressly set forth herein, no other amendments or modifications to the Trademark Collateral Agreement are intended or implied and in all other respects the Trademark Collateral Agreement remains in full force and effect in accordance with its existing terms and conditions. To the extent of any conflict between the terms of this Amendment and the terms of the Trademark Collateral Agreement, the terms of this Amendment shall control. This Amendment and the Trademark Collateral Agreement shall be read and construed as one agreement.

7. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS HEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

MILLER HEIMAN, INC.

By: *Kevin Heiman*

Title: CFO

CIT LENDING SERVICES CORPORATION,  
as Collateral Trustee under the Collateral Trust  
Agreement

By: \_\_\_\_\_

Title: \_\_\_\_\_

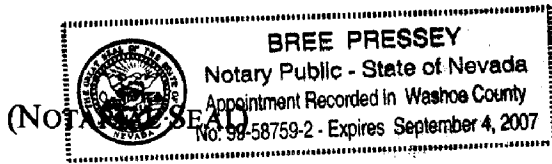
STATE OF NEVADA )

) SS

COUNTY OF WASHOE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ELAINE GAJEWSKI, CFO of Miller Heiman, Inc., a Nevada corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such E. GAJEWSKI, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23<sup>rd</sup> day of ~~December~~, <sup>JANUARY, 2004</sup> 2003.



Bree Pressey  
Notary Public

BREE PRESSEY  
(Type or Print Name)

My Commission Expires:

09/04/2007

IN WITNESS HEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

MILLER HEIMAN, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

CIT LENDING SERVICES CORPORATION,  
as Collateral Trustee under the Collateral Trust  
Agreement

By: *Michael C. LaMares*  
*Michael C. LaMares*

Title: *Authorized Signatory*



STATE OF New Jersey )  
 ) SS  
COUNTY OF Essex )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael L. LaManes - Authorized Signatory of CIT Lending Services Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3 day of ~~December, 2003.~~ <sup>February, 2004</sup>

Karen M. Geisler  
Notary Public

(NOTARIAL SEAL)

KAREN M. GEISLER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 5/29/2006

\_\_\_\_\_  
(Type or Print Name)

My Commission Expires:

5/29/2006

**SCHEDULE A-1**

**TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED U.S. TRADEMARKS  
AND TRADEMARK APPLICATIONS

REGISTERED U.S.  
TRADEMARKS

REGISTRATION  
REG. NO.

DATE

**Owned Trademarks**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>EXPIRATION DATE</b>
<i>Strategic Selling</i> ® – US Federal	1,346,841	7/2/85	7/2/05
<i>Strategic Selling</i> ® – California	21055	10/1/84	10/1/04
<i>Strategic Selling</i> ® – Nevada	30-241	8/26/97	8/26/07
<i>Conceptual Selling</i> ® – US Federal	1,346,842	7/2/85	7/2/05
<i>Conceptual Selling</i> ® – California	21054	10/1/84	10/1/04
<i>Conceptual Selling</i> ® – Nevada	30-195	7/25/97	7/25/07
<i>LAMP</i> ® – US Federal	1,594,615	5/1/90	5/1/10
<i>LAMP</i> ® – Nevada	30-194	7/25/97	7/25/07
Miller Heiman, Inc. (Logo) – US Federal	1,551,921	8/15/89	8/15/09
Miller Heiman, Inc. (Logo) – US Federal	2,197,710	10/20/98	10/20/08
MILLER HEIMAN INCORPORATED – Nevada	30-205	8/14/97	8/14/07
MILLER HEIMAN INCORPORATED – Nevada	30-193	7/25/97	7/25/07
MILLER HEIMAN INCORPORATED – Nevada	30-204	8/14/97	8/14/07
MILLER HEIMAN INCORPORATED – Nevada	30-192	7/25/97	7/25/07
MILLER HEIMAN (Stylized) – US Federal	2723908	6/10/03	6/10/13
MILLER HEIMAN (Stylized) – US Federal	2726897	6/17/03	6/17/13
<i>Tactical Telesales</i> ® – US Federal	2,136,342	2/10/98	2/10/08
CSO Summit (Logo) – US Federal	2,711,299	4/29/03	4/29/13

**Licensed Trademarks**

**None.**

256006v3

-7-

256006.4

**Trademark Applications**

**None.**

256006v3

-8-

256006.4