

02-17-2004

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

102669456

attached original documents or copy thereof.

1. Name of conveying party(ies):
Filmco, Inc. 2/10/04

Individuals Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 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: Winchester House
 Street Address: 1 Great Winchester Street
 City: London State: England ZIP: EC2N 2DB

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: October 22, 2003

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)

1840516 1812923
1839401 1161841
1840515

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 5

7. Total fee (37 CFR 3.41): \$ 140.00

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 2/10/04
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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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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TRADEMARK
 REEL: 002913 FRAME: 0621

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FILMCO, INC., a Delaware corporation (the "Grantor") with principal offices at 3391 Town Point Drive, Suite 195, Kennesaw, Georgia 30144, hereby grants to DEUTSCHE BANK AG LONDON, as Collateral Agent, with principal offices at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, England (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 October 22, 2003 (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.

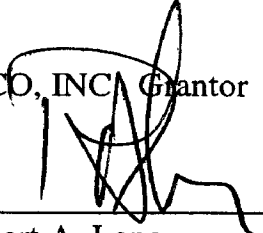
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated 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 22nd day of October, 2003.

FILMCO, INC Grantor

By  _____
Robert A. Lang
Vice President

DEUTSCHE BANK AG LONDON,
as Collateral Agent and Grantee


By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
22nd day of October, 2003.

FILMCO, INC., Grantor

By _____
Name:
Title:


DEUTSCHE BANK AG LONDON,
as Collateral Agent and Grantee

By 
Name: Arnulf Schneider
Title: Director

By 
Name: Tim Taylor
Title: Director

STATE OF GEORGIA)
) ss.:
COUNTY OF PAULDING)

On this 22nd day of October, 2003, before me personally came Robert A.Lang who, being by me duly sworn, did state as follows: that he is Vice President of Filmco, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Robert A. Lang
Notary Public


UNITED KINGDOM

CITY OF LONDON

On this 19th day of January, 2004, before me personally came Mr Arnulf Schneider and Mr Tim Taylor who, being by me duly sworn, did each state as follows: that he is a Director and an authorized "A" signatory of Deutsche Bank AG London, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

**Notary Public London, England
(Edward Gardiner)
My Commission Expires with Life**

TRADEMARK

REEL: 002913 FRAME: 0627

FILMCO, INC. TRADEMARKS/SERVICE MARKS

MARK	REG. NO.	REG. DATE
FILMCO (design plus words)	1840516	06/21/1994
Design only	1839401	06/14/1994
FILMCO THE CLEAR ADVANTAGE (design plus words)	1840515	06/21/1994
FILMCO	1812923	12/21/1993
HI-Y GOLD	1161841	07/21/1981