

1/31/06

02-07-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/20)

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



02 3 2006

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cellhire plc

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Public Limited Company

Citizenship (see guidelines) England & Wales

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Barclays Bank plc

Internal

Address: NE & Yorkshire Larger Business

Street Address: PO Box 190, 2nd Floor 1 Park Row

City: Leeds

State: \_\_\_\_\_

Country: England Zip: LS1 5WU

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other plc Citizenship England & Wales

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)

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) January 30, 2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Annex A attached hereto and made a part hereof.

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Joseph Wertzberger

Internal Address: Golenbock Eiseman Assor  
Bell & Peskoe LLP

Street Address: 437 Madison Ave.,  
35th Floor

City: New York

State: New York Zip: 10022

Phone Number: 212-907-7300

Fax Number: 212-754-0330

Email Address: jwertzberger@golenbock.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date

02/08/2006 LMUELLER 00000002 2705048

b. Deposit Account Number \_\_\_\_\_

01 FC:8521

Authorized User: 0050:8520

48.00 OP  
50.00 OP

9. Signature:

Joseph Wertzberger  
Signature

Joseph Wertzberger  
Name of Person Signing

January 30, 2006  
Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>
CELLHIRE (WITH DESIGN)	2,705,848
FOLLOW ME	78/700,732
ALL TALK	2,889,111

**TO BE RECORDED WITH U.S.  
PATENT AND TRADEMARK OFFICE**

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made as of January 30, 2006, by **Cellhire plc**, a company formed under the laws of England and Wales (the "**Debtor**"), to and with **Barclays Bank plc** a company formed under the laws of England and Wales (the "**Lender**").

**RECITALS**

A. Debtor has executed and delivered to the Lender a certain Security Agreement, dated as of March 24, 2004, as the same may be amended, renewed, restated or extended from time to time (the "**General Security Agreement**") by and between the Lender, on behalf of the Secured Parties, and the Debtor.

B. As a condition to the effectiveness of waiver granted by the Lender under a certain Amendment and Waiver Agreement, dated as of January 30, 2006, Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender, on behalf of the Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. **Security Interest.** The Debtor hereby grants to the Lender, for the benefit of, and on behalf of, the Secured Parties, a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "**Trademarks**"), together with all licenses relating thereto, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "**Collateral**"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** The Debtor represents and warrants that:

2.1. As of the date hereof, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged infringing or unenforceable.

2.2. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.3. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. **Covenants**. The Debtor covenants and agrees as follows:

3.1. The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Lender in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies**. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Lender may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact**. The Debtor hereby appoints the Lender, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Lender deem necessary in order to protect its interest in the Collateral. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Lender (or the Lender's designee in accordance with the terms hereof) and on the statements made therein.

6. **General**.

6.1. No course of dealing between the Debtor and the Lender, nor any failure to exercise, nor any delay in exercising on the part of the Lender, any right, power or privilege hereunder or under the Facilities Agreement (as defined in the General Security Agreement) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Lender of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Lender's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Lender.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any

manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**BARCLAYS BANK PLC**

By: Alexander  
Name: Alexander Harrison  
Title: Relationship Director

**CELLHIRE PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**BARCLAYS BANK PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CELLHIRE PLC**

By: TJW  
Name: T. J. WILLIAMS  
Title: CEO

**SCHEDULE A**

**TRADEMARKS**

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