

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest recorded on April 12, 2005 at Reel/Frame No. 3090/0651

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet National Bank		05/16/2006	Association:

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	Agent Services
Internal Address:	600 East Las Colinas Blvd., Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78554296	MILLENNIUM VOICE

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-819-8923
 Email: trademarkdocket@whitecase.com
 Correspondent Name: Matthew Bart c/o White & Case LLP
 Address Line 1: 1155 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1103813-0039
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/

CH \$40.00 78554296

Date:

08/01/2006

Total Attachments: 58

source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif
source=Assignment#page6.tif
source=Assignment#page7.tif
source=Assignment#page8.tif
source=Assignment#page9.tif
source=Assignment#page10.tif
source=Assignment#page11.tif
source=Assignment#page12.tif
source=Assignment#page13.tif
source=Assignment#page14.tif
source=Assignment#page15.tif
source=Assignment#page16.tif
source=Assignment#page17.tif
source=Assignment#page18.tif
source=Assignment#page19.tif
source=Assignment#page20.tif
source=Assignment#page21.tif
source=Assignment#page22.tif
source=Assignment#page23.tif
source=Assignment#page24.tif
source=Assignment#page25.tif
source=Assignment1#page1.tif
source=Assignment1#page2.tif
source=Assignment1#page3.tif
source=Assignment1#page4.tif
source=Assignment1#page5.tif
source=Assignment1#page6.tif
source=Assignment1#page7.tif
source=Assignment1#page8.tif
source=Assignment1#page9.tif
source=Assignment1#page10.tif
source=Assignment1#page11.tif
source=Assignment1#page12.tif
source=Assignment1#page13.tif
source=Assignment1#page14.tif
source=Assignment1#page15.tif
source=Assignment1#page16.tif
source=Assignment1#page17.tif
source=Assignment1#page18.tif
source=Assignment1#page19.tif
source=Assignment1#page20.tif
source=Assignment1#page21.tif
source=Assignment1#page22.tif
source=Assignment1#page23.tif
source=Assignment1#page24.tif
source=Assignment1#page25.tif
source=Assignment1#page26.tif

source=Assignment1#page27.tif
source=Assignment1#page28.tif
source=Assignment1#page29.tif
source=Assignment1#page30.tif
source=Assignment1#page31.tif
source=Assignment1#page32.tif
source=Assignment1#page33.tif

Resignation and Assignment Agreement

Dated May 16, 2006

Reference is made to the First Amended and Restated Credit Agreement dated as of December 29, 2000 (as amended, supplemented or otherwise modified to the date hereof, the "Credit Agreement"), by and among Millennium Digital Media Systems, L.L.C., a Delaware limited liability company (the "Borrower"), the entities party thereto from time to time as Lenders (the "Lenders") and Bank of America, N.A. (as successor in interest to Fleet National Bank), as administrative agent for the Lenders (in such capacity, the "Resigning Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement. The Required Lenders have agreed to appoint The Bank of New York as the "Agent" under the Credit Agreement, and in its capacity as successor administrative agent under the Credit Agreement and the other Loan Documents, The Bank of New York is referred to hereinafter as the "Successor Agent".

The Resigning Agent, the Successor Agent and the Borrower hereby agree as follows:

1. **Transfer of Agency.**

(a) Subject to satisfaction of the conditions precedent set forth in Section 6 hereof, the Resigning Agent hereby resigns as the "Agent" under the Credit Agreement and the Loan Documents. The Borrower and the Successor Agent acknowledge and agree (and the Required Lenders have acknowledged and agreed) that, after giving effect to the resignation pursuant to the immediately preceding sentence as of the date hereof, (i) the Resigning Agent is no longer, and is released from its obligations as, the "Agent" under the Credit Agreement, the Security Documents and the other Loan Documents and (ii) the Resigning Agent (A) shall have no rights, powers, privileges, duties or obligations as the "Agent" under the Credit Agreement, the Security Documents or the other Loan Documents and (B) has ceased to be a party to the Credit Agreement, each Security Document and each other Loan Document in such capacity; provided, that each of (x) the provisions of Articles X and XII and Sections 14.01, 14.02, 14.04 and 14.05 of the Credit Agreement in respect of any actions taken or omitted to be taken by the Resigning Agent in its capacity as the "Agent" thereunder and (y) all other rights of the Resigning Agent that are expressly provided in the Credit Agreement, any Security Document or any other Loan Document to survive the resignation of the Agent or the termination of the Credit Agreement or such Security Document or other Loan Document shall in each case survive such resignation of the Resigning Agent and shall continue to inure for the benefit of the Resigning Agent, its sub-agents and its and their respective directors, officers, employees, agents, affiliates and advisors, notwithstanding any amendment, modification, waiver or termination of the Credit Agreement, any Security Document or any other Loan Document.

(b) The Borrower and the Required Lenders have accepted the resignation of the Resigning Agent as the "Agent" under the Credit Agreement, the Security Documents and the other Loan Documents. The Required Lenders represent and warrant that the Required Lenders, with the consent of the Borrower, have (A) appointed, and do hereby appoint, The Bank of New York to act as the "Agent" under the Credit Agreement, the Security Documents and the other Loan Documents and (B) authorized the Resigning Agent to execute such documents and take such actions as may be requested by the Successor Agent pursuant to Section 2 hereof. From and after the effective date hereof, the Successor Agent shall be entitled to all of the rights and protections set forth in the Loan Documents with respect to the "Administrative Agent" or the "Collateral Agent" including, without limitation, the payment of fees and expenses due to the Successor Agent.

(c) The Successor Agent hereby accepts the appointment of the Required Lenders (consented to by the Borrower, as provided above) and agrees to serve as "Agent" under the Credit Agreement, the Security Documents and the other Loan Documents.

(d) In connection with and furtherance of the foregoing provisions of this Section 1, the Resigning Agent agrees to provide the Successor Agent from time to time with such other information in its possession as the Successor Agent may reasonably request in order to (i) effectuate the transfer of outstanding Loans to the Successor Agent's books and (ii) respond to inquiries and claims with respect to the Credit Agreement and the credit facilities evidenced thereby arising prior to the date hereof.

(e) The Resigning Agent and the Successor Agent each hereby represents and warrants that it is authorized to execute this Agreement and perform its obligations hereunder.

2. Assignment of Collateral.

(a) The Resigning Agent hereby transfers, assigns, grants and conveys unto the Successor Agent all of its right, title and interest in and to the Security Documents, together with any rider, addendum, exhibit, schedule and attachment thereto, and all UCC financing statements filed in connection therewith, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Security Documents, without representation, warranty or recourse.

(b) In furtherance of the provisions of Section 2(a) above, the Resigning Agent:

(i) agrees to deliver to the Successor Agent (A) each of the stock certificates and stock powers described on Schedule 2(b)(i)(A) attached hereto and (B) each of the pledged notes and endorsements

described on Schedule 2(b)(i)(B) attached hereto; and

(ii) authorizes the Successor Agent to file a UCC-3 Assignment in the form of Exhibit A attached hereto, with respect to each of the UCC-1 Financing Statements listed on Schedule 2(b)(ii) attached hereto, to be filed in the office indicated on such Schedule 2(b)(ii); and

(iii) agrees to execute and deliver to the Successor Agent letters in form and substance satisfactory to the Resigning Agent and the Successor Agent in respect of each of the deposit accounts described on Schedule 2(b)(iii) and subject to a control agreement.

(c) The Successor Agent hereby acknowledges receipt of each of the items required to be delivered by the Resigning Agent pursuant to Section 2(b)(i)(A) and Section 2(b)(i)(B) above.

(d) In connection with and furtherance of the foregoing provisions of this Section 2 and in addition to providing information pursuant to Section 1(d), the Resigning Agent agrees to execute and deliver to the Successor Agent such other documents, and to take such other actions, in each case as the Successor Agent may from to time reasonably deem necessary or desirable in order to transfer to the Successor Agent all right, title and interest in the Collateral held by the Resigning Agent under the Security Documents and assign to the Successor Agent for the benefit of the Lenders all Liens created or purported to be created under the Credit Agreement and the Security Documents.

(e) Pending completion of the transfers contemplated by the foregoing Sections 2(b) and 2(d) above, the Successor Agent hereby appoints the Resigning Agent as agent, and the Resigning Agent hereby accepts such appointment by the Successor Agent, for the purposes of perfecting the Successor Agent's security interest in assets in its possession, if any, which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession.

3. Fees and Expenses of Resigning Agent.

Without limiting the generality of Section 14.02 of the Credit Agreement, the Borrower shall reimburse the Resigning Agent immediately upon demand for all of its reasonable out-of-pocket costs and expenses (including, without limitation, reasonable fees and expenses of counsel) actually incurred in connection with any action taken by it pursuant to this Agreement at the request of the Borrower and/or the Successor Agent. In addition, the Resigning Agent shall have the right (but not the obligation) to deliver to the Borrower a reasonable estimate of the costs and expenses that it expects to incur in connection with any action requested of it by the Borrower or Successor Agent pursuant to this Agreement, and the Borrower shall advance funds to the Resigning Agent in the amount of such estimate prior to the Resigning Agent's taking of any such action. In the

event that the Resigning Agent at any time reasonably determines that the amount of funds previously advanced to it may be insufficient to cover its costs and expenses reasonably expected to be incurred reasonably in connection with any such action, it shall have the right to deliver reasonable revised estimates to the Borrower, and the Borrower shall immediately advance funds in the amount of each such revised estimate. Within a reasonable time after completion of all pending actions requested of the Resigning Agent, the Resigning Agent shall remit any unused balance of such advances, or, if applicable, the Borrower shall, immediately upon demand, reimburse the Resigning Agent for all of its reasonably incurred costs and expenses in excess of the amount of such advances.

4. Limitation of Liability of Resigning Agent.

The Resigning Agent shall not be responsible to the Successor Agent for the execution, effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of any of the Loan Documents or for any representations, warranties, recitals or statements made therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made to the Successor Agent or by or on behalf of the Borrower or any of its Subsidiaries to the Resigning Agent or the Successor Agent in connection with the Loan Documents and the transactions contemplated thereby or for the financial condition or business affairs of the Borrower or any other Person liable for the payment of any Obligations, nor shall the Resigning Agent be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan Documents or as to the use of the proceeds of the Loans or the use of the Letters of Credit or as to the existence or possible existence of any Default.

5. Resigning Agent – No Further Obligation.

The Resigning Agent shall have no duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of the Successor Agent or to provide the Successor Agent with any other credit or other information with respect thereto, whether coming into its possession before the effective date of this Agreement or at any time or times thereafter, and the Resigning Agent shall not have any responsibility with respect to the accuracy of or the completeness of any information provided to the Successor Agent.

6. Conditions to Effectiveness.

This Agreement shall be and become effective on the date hereof when all of the following conditions shall have been satisfied:

(a) the Resigning Agent, the Successor Agent and the Required Lenders each shall have received counterparts of this Agreement duly executed on behalf of the Resigning Agent, the Successor Agent, the Borrower and acknowledged by the Required Lenders;

(b) each item described in Section 2(b)(i) hereof shall have been delivered to the Successor Agent by the Resigning Agent;

(c) the Resigning Agent shall have received all the sums owing to the Resigning Agent from the Borrower through and including such date under the Credit Agreement and the other Loan Documents (including, without limitation, the fees and expenses of O'Melveny & Myers LLP and White & Case LLP, counsel for the Resigning Agent), in immediately available funds in the amounts and in accordance with the wiring instructions set forth on Schedule 6(c); and

(d) the Successor Agent shall have received all the sums owing to the Successor Agent from the Borrower pursuant to the terms set forth in the separate agreement between the Successor Agent and the Borrower in the amounts and in accordance with the wiring instructions set forth on Schedule 6(c).

7. Entire Agreement.

This Agreement and the documents referred to herein embody the final entire agreement of each of the Resigning Agent and the Successor Agent and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties. There are no oral agreements among the parties.

8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 of the General Obligations Law of the State of New York, but without regard to the other choice of law or conflict of law rules) and applicable laws of the United States of America.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

MILLENNIUM DIGITAL MEDIA SYSTEMS, LLC

By:

Bruce E. Beard

Name: *Bruce E. Beard*

Title: *Senior Vice President, General Counsel
& Secretary*

S-1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

THE BANK OF NEW YORK,
as Successor Agent

By: 

Name: **Stephen C. Jarard**
Vice President

Title: _____

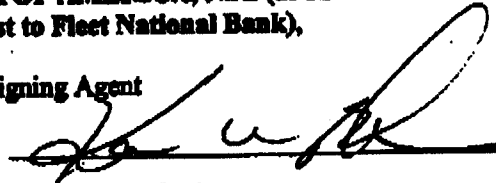
S-1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

BANK OF AMERICA, N.A. (as successor in interest to Fleet National Bank),

as Resigning Agent

By:



Name: Kevin M. Behan

Title: Senior Vice President

A-1

NEW YORK 328844 v3 (2/0)

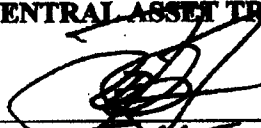
*** TOTAL PAGE 01 ***

TRADEMARK
REEL: 003359 FRAME: 0622

**FOR PURPOSES OF SECTION 1(b)
ACKNOWLEDGED AND AGREED:**

**HIGHLAND CAPITAL MANAGEMENT, L.P. ACTING AS COLLATERAL
MANAGER OF:**

**HIGHLAND FLOATING RATE ADVANTAGE FUND, HIGHLAND FLOATING
RATE FUND LLC, PIONEER FLOATING RATE TRUST, FT/HIGHLAND
CAPITAL FLOATING RATE INCOME FUND, GLENEAGLES TRADING,
FT/HIGHLAND CAPITAL FLOATING RATE INCOME FUND II and
GRAND CENTRAL ASSET TRUST, HLD SERIES**

By: 
Name: Todd Travers
Title: Sr. Portfolio Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

**FOR PURPOSES OF SECTION 1(b)
ACKNOWLEDGED AND AGREED:**

DIAMOND SPRINGS TRADING, LLC

By: _____

Name: Christina L. Ramseur

Title: Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

**FOR PURPOSES OF SECTION 1(b)
ACKNOWLEDGED AND AGREED:**

BLACK DIAMOND CLO 2005-1 LTD.

By: **Black Diamond Capital Management, L.L.C.**
as its ~~Collateral Manager~~

Name: _____

Title: _____

James J. Zenol, Jr.
President & Managing Partner
Black Diamond Capital Management, L.L.C.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

**FOR PURPOSES OF SECTION 1(b)
ACKNOWLEDGED AND AGREED:**

BDC FINANCE, L.L.C.

By: Black Diamond Capital Management,
L.L.C., as its Investment Manager

Name: 

Title: _____

**James J. Zenni, Jr.
President & Managing Partner
Black Diamond Capital Management, L.L.C.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

**FOR PURPOSES OF SECTION 1(b)
ACKNOWLEDGED AND AGREED:**

**BLACK DIAMOND INTERNATIONAL FUNDING,
LTD.**

By: 

Name: David Dyer
Director

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

MILLENNIUM DIGITAL MEDIA SYSTEMS, LLC

By: _____

Name: _____

Title: _____

BANK OF AMERICA, N.A. (as successor in interest to Fleet National Bank).

as Resigning Agent

By: _____

Name: _____

Title: _____

THE BANK OF NEW YORK, as Successor Agent

By: _____

Name: _____

Title: _____

FOR PURPOSES OF SECTION 1(b) ACKNOWLEDGED AND AGREED:

COOKSMILL

By: D. Robinson

Name: Denton Robinson

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

**MILLENNIUM DIGITAL MEDIA SYSTEMS,
LLC**

By: _____

Name: _____

Title: _____

**BANK OF AMERICA, N.A. (as successor in
interest to Fleet National Bank).**

as Resigning Agent

By: _____

Name: _____

Title: _____

**THE BANK OF NEW YORK,
as Successor Agent**

By: _____

Name: _____

Title: _____

**FOR PURPOSES OF SECTION 1(b)
ACKNOWLEDGED AND AGREED:**

TRS1 LLC

By: Deirdre Whorton

Name: Deirdre Whorton
Assistant Vice President

Title: _____

Schedule 2(b)(i)(A)

Stock Certificates and Stock Powers

Pledgor	Collateral
Millennium Digital Media Capital. L.L.C.	1 Unit of membership interests in Millennium Digital Media Systems, L.L.C., a Delaware limited liability company, represented by certificate number 1
Millennium Digital Media Systems, L.L.C.	1 Unit of membership interests in MDM Systems Northwest, L.L.C., a Delaware limited liability company, represented by stock certificate number 1
Millennium Digital Media Systems, L.L.C.	1 Unit of the membership interests of CP NW 2, LLC, a Washington limited liability company, represented by certificate number 2
Millennium Digital Media Systems, L.L.C.	1 Unit of the membership interests of CP NW 1, LLC, a Washington limited liability company, represented by certificate number 2
Millennium Digital Media Systems, L.L.C.	1 Unit of the membership interests of CP MI, LLC, a Washington limited liability company, represented by certificate number 1

Schedule 2(b)(i)(A) - 1

Schedule 2(b)(i)(B)

Pledged Notes and Endorsements

None

Schedule 2(b)(i)(B) - 1

Schedule 2(b)(ii)

UCC-1 Financing Statements and Filing Offices

Jurisdiction	Debtor	Secured Party	UCC Filing Number	UCC Filing Date	Note
S/S Delaware	Borrower	Fleet National Bank, as Agent	10790142	08/07/2001	Blanket Lien, Continued 03/17/2006, File No. 60924688
S/S Delaware	Borrower	Fleet National Bank, as Agent	10767132	08/02/2001	Membership Interest, Continued 03/17/2006, File No. 60924696
S/S Delaware	Borrower	Fleet National Bank, as Agent	22684748	10/24/2002	Transmitting Utility
S/S Oregon	Borrower	Fleet National Bank, as Agent	461396	03/23/1999	Transmitting Utility
S/S Idaho	Borrower	Fleet National Bank, as Agent	B828978	03/22/1999	Transmitting Utility
S/S Washington	Borrower	Fleet National Bank, as Agent	1999-081-0397	03/22/1999	Transmitting Utility
S/S Washington	CP NW2	Fleet National Bank, as Agent	2002-298-2261-6	10/25/2002	Blanket Lien

Schedule 2(b)(ii) - 1

Jurisdiction	Debtor	Secured Party	UCC Filing Number	UCC Filing Date	Note
S/S Washington	CP NW2	Fleet National Bank, as Agent	2005-102-9603-4	04/12/2005	Transmitting Utility
S/S Washington	CP NW1	Fleet National Bank, as Agent	2002-298-2262-3	10/25/2002	Blanket Lien
S/S Washington	CP NW1	Fleet National Bank, as Agent	2005-102-9601-0	04/12/2005	Transmitting Utility
S/S Delaware	MDM	Fleet National Bank, as Agent	22684789	10/24/2002	Blanket Lien
S/S Delaware	MDM	Fleet National Bank, as Agent	22684797	10/24/2002	Partnership Interest
S/S Washington	MDM	Fleet National Bank, as Agent	1999-081-0398	03/22/1999	Transmitting Utility
S/S Delaware	MDM	Fleet National Bank, as Agent	51220970	04/20/2005	Partnership Interest

Schedule 2(b)(ii) - 2

Jurisdiction	Debtor	Secured Party	UCC Filing Number	UCC Filing Date	Note
S/S Washington	MDM	Fleet National Bank, as Agent	1999-081-0399	03/22/1999	Transmitting Utility
S/S Delaware	MDM	Fleet National Bank, as Agent	51220988	04/20/2005	In Lieu
S/S Oregon	MDM	Fleet National Bank, as Agent	461395	03/23/1999	Transmitting Utility
S/S Oregon	MDM	Fleet National Bank, as Agent	461393	03/23/1999	Transmitting Utility
S/S Idaho	MDM	Fleet National Bank, as Agent	B828979	03/22/1999	Transmitting Utility
S/S Idaho	MDM	Fleet National Bank, as Agent	B828980	03/22/1999	Transmitting Utility
S/S Washington	Summit	Fleet National Bank, as Agent	2002-298-2260-9	10/25/2002	Blanket Lien
S/S Washington	Summit	Fleet National Bank, as Agent	99-097-0014	04/07/1999	Transmitting Utility

Schedule 2(b)(ii) - 3

Jurisdiction	Debtor	Secured Party	UCC Filing Number	UCC Filing Date	Note
S/S Oregon	Summit	Fleet National Bank, as Agent	462691	04/07/1999	Transmitting Utility
S/S Idaho	Summit	Fleet National Bank, as Agent	B830946	04/07/1999	Transmitting Utility
S/S Delaware	Millennium Digital Media Capital, L.L.C.	Fleet National Bank, as Agent	22684722	10/24/2002	In Lieu Membership Interest

Schedule 2(b)(ii) - 4

NEWYORK 5568844 v5 (2K)

TRADEMARK
REEL: 003359 FRAME: 0635

Schedule 2(b)(iii)

Deposit Accounts Subject to Control Agreements

Bank	Account No.	Note
Southern Michigan Bank & Trust	No. 308010479	Account control agreement entered into dated as of 12/29/2000
Bank One	No. 245000229857	Account control agreement entered into dated as of 12/29/2000
Wells Fargo Bank, N.A.	No. 4436-604573	Account control agreement entered into dated as of 12/29/2000
Bank of America, N.A.	No. 68926112	Account control agreement entered into dated as of 12/29/2000
Commerce Bank, N.A.	No. 203076890	Account control agreement entered into dated as of 12/29/2000
	No. 208003447	Account control agreement entered into dated as of 12/29/2000
	No. 203077396	Account control agreement entered into dated as of 12/29/2000
	No. 206573473	Account control agreement entered into dated as of 12/29/2000
	No. 206573476	Account control agreement entered into dated as of 12/29/2000
Mellon Bank	No. 005-8544	Account control agreement entered into dated as of 12/29/2000
	No. 105-1467	Account control agreement entered into dated as of 12/29/2000

Schedule 2(b)(iii) - 1

Bank	Account No.	Note
Manufactures and Traders Trust Company	No. 970151694	Account control agreement entered into dated as of 12/29/2000
	No. 970151740	Account control agreement entered into dated as of 12/29/2000
Fleet National Bank	No. 7511536265	Account control agreement entered into dated as of 12/29/2000
	No. 7160907031	Account maintained at Fleet National Bank, the Agent

Schedule 2(b)(iii) - 2

Schedule 6(c)

Unpaid Fees and Expenses of Resigning Agent; Wire Transfer Instructions

White & Case LLP
\$14,029.81
Account No. 630-1-940538 at The Bank of New York
ABA No. 021-000018
Reference: 1103813-0039 Bank of America

Unpaid Fees and Expenses of Successor Agent; Wire Transfer Instructions

Bank of New York
\$47,500.00
Bank: The Bank of New York
ABA#: 021-000-018
Acct. Name: BNYAS Agent Services Clearing Account
Acct. #: 8900415460
Ref: Mellenium Digital medium
Attn: Tequilla English (972)401-8569

McGuire, Craddock & Strother, P.C.
\$7,750.00
Transfer to: Frost National Bank
ABA # 114000093
Beneficiary: McGuire, Craddock & Strother, P.C. Operating Account
Account # 980006068
Reference: *BNY.Millenium Digital Media Systems, LLC; File No. 2880-0047*
Notify: Linda at 214-954-6814

Schedule 6(c) - 1

Schedule 4(e) - 2

TELEPHONE 248-4444

MINI A

Form of UCC-3 Assignments

A-1

NEW YORK STATE

**TRADEMARK
REEL: 003359 FRAME: 0640**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **461396, 3/23/1999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a Party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY: **Irving**

STATE	POSTAL CODE	COUNTRY
TX	75039	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Oregon **1103813-0039**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

B828978, 3/22/1999

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

Bank of New York
7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY

Irving

STATE

TX

POSTAL CODE

75039

COUNTRY

USA

7d. **SEE INSTRUCTIONS**

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

Bank of America, N.A. (as successor in interest to Fleet National Bank)

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

SOS Idaho

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK
REEL: 003359 FRAME: 0642

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **1999-081-0397, 3/22/1999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

Bank of New York	FIRST NAME	MIDDLE NAME	SUFFIX
-------------------------	------------	-------------	--------

7b. INDIVIDUAL'S LAST NAME

7c. **MAILING ADDRESS**

600 East Las Colinas Blvd Suite 1300	Irving	STATE	POSTAL CODE	COUNTRY
		TX	75039	USA

7d. **SEE INSTRUCTIONS**

ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Washington **1103813-0039**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2005-102-9603-4, 4/12/2005

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

Bank of New York

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
600 East Las Colinas Blvd Suite 1300	Irving	TX	75039	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

SOS Washington

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **2002-298-2262-3, 10/25/2002**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300	CITY Irving	STATE TX	POSTAL CODE 75039	COUNTRY USA
---	-----------------------	--------------------	-----------------------------	-----------------------

7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
-----------------------------	----------------------------------	--------------------------	----------------------------------	---------------------------------

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Washington **1103813-0039**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2005-102-9601-0, 4/12/2005

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 6.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
600 East Las Colinas Blvd Suite 1300	Irving	TX	75039	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

SOS Washington

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK
REEL: 003359 FRAME: 0646

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **22684789, 10/24/2002**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY	STATE	POSTAL CODE	COUNTRY
Irving	TX	75039	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS DE 1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

22684797, 10/24/2002

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in respect to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7c-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

Bank of New York

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
600 East Las Colinas Blvd Suite 1300 Irving TX 75039 USA

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

SOS DE

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK
 REEL: 003359 FRAME: 0648

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **1999-081-0398, 3/22/1999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

600 East Las Colinas Blvd Suite 1300 Irving TX 75039 USA

7d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

SOS Washington 1103813-0039

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

51220970, 4/20/2005

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

Bank of New York

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY

Irving

STATE

TX

POSTAL CODE

75039

COUNTRY

USA

7d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

SOS DE

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK
REEL: 003359 FRAME: 0650

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **1999-081-0399, 3/22/1999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 5 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in manuals to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 5a or 5b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR **Bank of New York**

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS **600 East Las Colinas Blvd Suite 1300**

CITY Irving	STATE TX	POSTAL CODE 75039	COUNTRY USA
--------------------	-----------------	--------------------------	--------------------

7d. **SEE INSTRUCTIONS**

ADD'L. INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
------------------------------------	--------------------------	----------------------------------	---------------------------------

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR **Bank of America, N.A. (as successor in interest to Fleet National Bank)**

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Washington **1103813-0039**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **51220988, 4/20/2005**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the **REAL ESTATE RECORDS.**

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor **or** Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in respect to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
600 East Las Colinas Blvd Suite 1300 Irving TX 75039 USA

7d. **SEE INSTRUCTIONS** ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

SOS DE 1103813-0039

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **461395, 03/23/1999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY: **Irving** STATE: **TX** POSTAL CODE: **75039** COUNTRY: **USA**

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
-----------------------------	-----------------------------------	--------------------------	----------------------------------	---------------------------------	-------------------------------

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Oregon 1103813-0039

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **461393, 3/23/1999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 9a or 9b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME **Bank of New York**

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS **600 East Las Colinas Blvd Suite 1300** CITY **Irving** STATE **TX** POSTAL CODE **75039** COUNTRY **USA**

7d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME **Bank of America, N.A. (as successor in interest to Fleet National Bank)**

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA** **SOS Oregon 1103813-0039**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **B828979, 3/22/1999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in respect to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY: **Irving**

STATE: TX	POSTAL CODE: 75039	COUNTRY: USA
------------------	---------------------------	---------------------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
-----------------------------	-----------------------------------	--------------------------	----------------------------------	---------------------------------	-------------------------------

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Idaho 1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

B828980, 3/22/1999

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY

Irving

STATE

TX

POSTAL CODE

75039

COUNTRY

USA

7d. **SEE INSTRUCTIONS**

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

SOS Idaho

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK
REEL: 003359 FRAME: 0656

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2002-298-2260-9, 10/25/2002

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

Bank of New York
7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY

Irving

STATE

TX

POSTAL CODE

75039

COUNTRY

USA

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

Bank of America, N.A. (as successor in interest to Fleet National Bank)
9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

SOS Washington

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK
REEL: 003359 FRAME: 0657

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **99-097-0014, 4/7/1999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 9a or 9b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR **Bank of New York**

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY: **Irving**

STATE: TX	POSTAL CODE: 75039	COUNTRY: USA
------------------	---------------------------	---------------------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR **Bank of America, N.A. (as successor in interest to Fleet National Bank)**

9b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Washington **1103813-0039**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **462691, 4/7/1999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR **Bank of New York**

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
600 East Las Colinas Blvd Suite 1300	Irving	TX	75039	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR **Bank of America, N.A. (as successor in interest to Fleet National Bank)**

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Oregon **1103813-0039**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **B830946, 4/7/1999** 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name and/or address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. **MAILING ADDRESS**

600 East Las Colinas Blvd Suite 1300	CITY Irving	STATE TX	POSTAL CODE 75039	COUNTRY USA
---	-----------------------	--------------------	-----------------------------	-----------------------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
-----------------------------	-----------------------------------	--------------------------	----------------------------------	---

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment. If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Idaho **1103813-0039**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **22684722, 10/24/2002**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300	CITY Irving	STATE TX	POSTAL CODE 75039	COUNTRY USA
--------------------------------------	----------------	-------------	----------------------	----------------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
----------------------	-----------------------------------	--------------------------	----------------------------------	---

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

Bank of America, N.A. (as successor in interest to Fleet National Bank)

10. **OPTIONAL FILER REFERENCE DATA**

SOS DE **1103813-0039**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

10790142, 8/7/2001

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

Bank of New York

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300	CITY	STATE	POSTAL CODE	COUNTRY
	Irving	TX	75039	USA

7d. ~~SEE INSTRUCTIONS~~ ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

Bank of America, N.A. (as successor in interest to Fleet National Bank)

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

SOS DE

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

10767132, 8/2/2001

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

Bank of New York
7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY

Irving

STATE

TX

POSTAL CODE

75039

COUNTRY

USA

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

Bank of America, N.A. (as successor in interest to Fleet National Bank)
9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

SOS DE

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK
REEL: 003359 FRAME: 0663

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

22684748, 10/24/2002

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300

CITY

Irving

STATE

TX

POSTAL CODE

75039

COUNTRY

USA

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

SOS DE

1103813-0039

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK
REEL: 003359 FRAME: 0664

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **2002-298-2261-6, 10/25/2002**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

Bank of New York

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

600 East Las Colinas Blvd Suite 1300	CITY Irving	STATE TX	POSTAL CODE 75039	COUNTRY USA
---	-----------------------	--------------------	-----------------------------	-----------------------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A. (as successor in interest to Fleet National Bank)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

SOS Washington **1103813-0039**

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2006 (this "Agreement"), is made between MILLENNIUM DIGITAL MEDIA SYSTEMS, L.L.C., (the "Borrower"), MDM SYSTEMS NORTHWEST, L.L.C., SUMMIT CABLEVISION, L.P., CP NWI, LLC, and CP NW2, LLC, (together with the Borrower, each an "Original Grantor" and collectively, the "Original Grantors"), and SAMMAMISH PLATEAU CABLE TV L.P. (the "New Grantor", and collectively with the Original Grantors, the "Grantors") in favor of THE BANK OF NEW YORK, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, the Borrower, certain lenders (the "Existing Lenders") and the Administrative Agent are parties to a First Amended and Restated Credit Agreement dated as of December 29, 2000 (as amended, amended and restated, supplemented or otherwise modified to but not including the date hereof, the "Existing Credit Agreement");

WHEREAS, the Original Grantors and the Administrative Agent are parties to a Trademark Security Agreement dated as of March 31, 2005 (as amended, amended and restated, supplemented or otherwise modified to but not including the date hereof, the "Existing Trademark Security Agreement"), which as security for the Obligations under the Loan Documents (in each case as defined in the Existing Credit Agreement) granted a security interest in all of the Trademark Collateral (as defined in the Existing Trademark Security Agreement) of the Grantors for the benefit of the Administrative Agent and the Existing Lenders;

WHEREAS, the Loan Parties (as defined in the Existing Credit Agreement) are restructuring their existing financing arrangements by, among other things, amending and restating the Existing Credit Agreement to combine the existing loans thereunder into a first lien term loan and to provide a revolving credit facility for working capital and general corporate purposes of the Borrower and its Subsidiaries (the Existing Credit Agreement, as amended and restated by the Second Amended and Restated First Lien Credit Agreement, dated as of even date herewith, by and among the Borrower, the Lenders and the Administrative Agent and as it may be further as amended, amended and restated, supplemented, refinanced or otherwise modified from time to time being referred to herein as the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Amended and Restated First Lien Borrower Pledge and Security Agreement, dated as of even date, and each Grantor other than the Borrower has executed and delivered an Amended and Restated First Lien Subsidiary Pledge and Security Agreement, dated as of even date (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreements");

WHEREAS, as a condition to such amendment and restatement, the Original Grantors have agreed to amend and restate the Existing Trademark Security Agreement and to confirm the continuation of the pledge and grant of, and the New Grantor has agreed to pledge and grant security interests in the Trademark Collateral (as defined below) in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, each Grantor has obtained and will continue to obtain substantial benefits from the incurrence of Loans by the Borrower under the Loan Documents and, accordingly, desires to execute this Trademark Security Agreement in order to satisfy the condition described in the preceding paragraph and to induce the Lenders to make Loans to the Borrower and restructure the obligations under the Existing Credit Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the relevant Grantor's sole expense, deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,

administered and applied in accordance with the terms and provisions thereof, including Section 11.01 thereof.

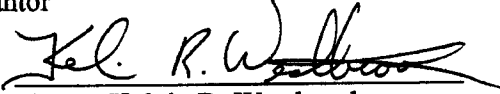
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly to be executed and delivered by its Authorized Officer as of the date first above written.

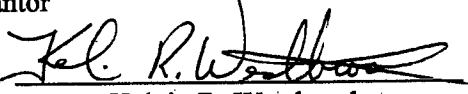
Notice Details (same for each Grantor) :
President & CEO
c/o Millennium Digital Media
120 S. Central-Suite 150
St. Louis, MO 63105
Phone 314-802-2400
Fax 314-802-2300

MILLENNIUM DIGITAL MEDIA SYSTEMS,
L.L.C.,
as Grantor

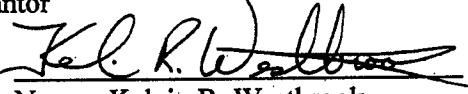
By: 
Name: Kelvin R. Westbrook
Title: President and CEO

With a copy to:
General Counsel
c/o Millennium Digital Media
120 S. Central-Suite 150
St. Louis, MO 63105
Phone 314-802-2400
Fax 314-802-2300

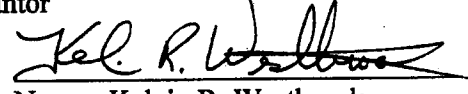
SUMMIT CABLEVISION, L.P.,
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

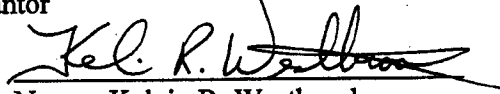
CP NW1, LLC
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

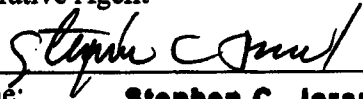
CP NW2, LLC,
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

SAMMAMISH PLATEAU CABLE TV L.P.,
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

THE BANK OF NEW YORK,
as Administrative Agent

By: 
Name: **Stephen C. Jerard**
Title: **Vice President**

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.			

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Millennium Voice	78554296	01/26/2005

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					