

10-10-00 RECORDATION
TRADEMARK

10-25-2000



Tab settings → → →

101496618

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **IDENTITY GROUP, INC.**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (TN)
- Other _____

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

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 4 MetroTech Center, 5th Floor

City: Brooklyn State: NY ZIP: 11245

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: May 11, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,228,786 ; 1,098,769
1,592,968 ; 1,476,820**

Additional numbers attached? Yes No

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

Name: Nihara K. Choudhri, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nihara K. Choudhri, Esq.
Name of Person Signing

Signature

10/10/00
Date

Total number of pages comprising cover sheet: 7

10/24/2000 07:00:00 00000119 2220700

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

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**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of May ____, 2000 is made by Identity Group, Inc., a Tennessee corporation (the "Borrower"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of May 11, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, several additional signatories thereto (the "Grantors"), the Lenders, the Administrative Agent, and the other agents parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of May 11, 1999 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Schedule 6 to the Security Agreement, Borrower pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in the Intellectual Property, which includes (as set forth in Section 3 of the Security Agreement) all Intellectual Property "now owned or at any time hereafter acquired by such Grantor [(as defined in the preamble to the Security Agreement)] or in which such Grantor now has or at any time in the future may acquire any right, title or interest";

WHEREAS, after execution of the Credit Agreement, additional Trademarks (as set forth on Schedule A) have been acquired by Borrower; and

WHEREAS, pursuant to the foregoing, Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest.

Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, to secure payment when due (whether at the stated maturity, by acceleration or otherwise), performance and observance of the Obligations, all in accordance with the terms hereof.


SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Borrower for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and 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 the benefit of the Administrative Agent and the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of each of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IDENTITY GROUP, INC.
("Borrower")

By: 
Name: *A.O. King*
Title: *Secretary*

THE CHASE MANHATTAN BANK,
("Administrative Agent")

By: 
Name: **Neil R. Boylan**
Title: **Managing Director**

STATE OF NEW YORK)
) ss:
COUNTY OF New York)

On the 11th day of May, 2000, before me personally came Neil R. Boylan, who is personally known to me to be the Managing Director of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Managing Director in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Elisa V. Griffith
Notary Public

[NOTARIAL SEAL]

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2001

SCHEDULE A

U.S. Trademark Registrations

<u>Name of Trademark</u>	<u>Registration No.</u>
REDI-TAG	2,228,786
REDI-TAG	1,098,769
REDI-TAG	1,592,968
COMIC STRIPS	1,476,820

5-0656-02905-A04EFD12-ASG