

MAD

RECORDED
TRADEMARK

10-13-1998



Docket No.:

100848702

Tab settings → → →

10-8-97

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

1. Name of conveying party(ies):

First Union National Bank
(successor in interest by merger to
Signet Bank)

- Individual(s)
- General Partnership
- Corporation-State
- Other _____

- Banking Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: United Communications Group Limited Partnership

Internal Address: _____

Street Address: 11300 Rockville Pike, Suite 1100

City: Rockville State: MD ZIP: 20852

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Agreement filed 10/23/96

- Merger
- Change of Name

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,129,934	1,396,188
1,271,199	1,477,197
1,157,547	
1,176,463	

Additional numbers Yes No

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

Name: Caroline L. Osborne

Internal Address: _____

Kennedy Covington Lobdell & Hickman, L.L.P.

Street Address: 100 N. Tryon Street, Suite 4200

City: Charlotte State: NC ZIP: 28202

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

6

7. Total fee (37 CFR 3.41):.....

165.00

- Enclosed
- Authorized to be charged to deposit account:

8. Deposit account number:

RECORDED
10-13-1998
100848702

10/09/1998 TTUN11 00000225 1129934

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 125.00 OP

file oic

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.

Caroline L. Osborne

Caroline L. Osborne

9-17-98

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

12


TRADEMARK

REEL: 1797 FRAME: 0801

**NOTICE OF
SATISFACTION OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

The Intellectual Property Security Agreement dated August 23, 1996 and executed by UNITED COMMUNICATIONS GROUP LIMITED PARTNERSHIP in favor of FIRST UNION NATIONAL BANK (successor in interest by merger to Signet Bank) is hereby satisfied in full and any security interest of First Union National Bank has been terminated.

FIRST UNION NATIONAL BANK
(successor in interest by merger to Signet Bank)

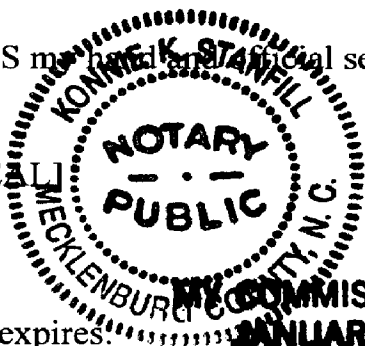
By: 
Name: BRUCE W. LOFTIN
Title: SENIOR VICE PRESIDENT

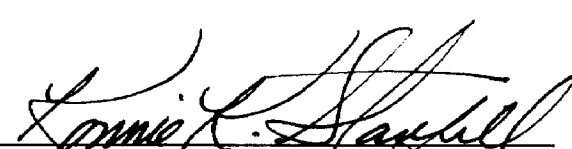
STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

This 2nd day of September, 1998, personally came before me, Kennie K. Stanfill, Notary Public for said County and State, Bruce W. Loftin, who, being by me duly sworn, says that he is Sr. Vice President of FIRST UNION NATIONAL BANK, a national banking association, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said banking association, and that said writing was signed and sealed by him/her in behalf of said banking association by its authority duly given. And the said Sr. Vice President acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 2nd day of September, 1998.

[NOTARIAL SEAL]




Notary Public

My commission expires: JANUARY 22, 2003

1618939.01
LIB: CH

TRADEMARK
REEL: 1797 FRAME: 0802

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of August 23, 1996, by **UNITED COMMUNICATIONS GROUP LIMITED PARTNERSHIP** (including any successor or permitted assignee thereof, "Grantor" or "Borrower"), in favor of **SIGNET BANK** (including any successor, participant, assignee or transferee thereof, "Lender").

RECITALS

WHEREAS, Grantor desires and has applied to Lender for a credit facility consisting of a \$13.0 million term loan credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and between Grantor and Lender dated as of August 23, 1996 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of August 23, 1996 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights used and/or useful in connection with or otherwise relating to the operations of Borrower's Energy Division (and/or the assets thereof) (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. At such time as all of the obligations secured hereby have been completely satisfied (unconditionally and indefeasibly) and any period during which any payments under any of the Loan Documents are subject to challenge or return has expired, Lender (at Grantor's request and expense) will execute and deliver to Grantor (without representation, warranty or recourse of any kind) an instrument, in writing, releasing the security interest in the Collateral acquired under this IP Security Agreement, subject to any disposition thereof which may have been made by Lender pursuant to this IP Security Agreement, the Security Agreement or the Credit Agreement.


6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST/WITNESS:

UNITED COMMUNICATIONS GROUP
LIMITED PARTNERSHIP (Grantor)

By: 
Name: Todd Foreman
Title: Ass't Secretary of GP

BY: UCG, Inc. (Sole General Partner)

By: 
Name: Edwin Peskowitz
Title: Vice President of GP


Address: 11300 Rockville Pike,
Suite 1100
Rockville, MD 20852

Facsimile: (301) 816-8945

[CORPORATE SEAL]

WITNESS:

SIGNET BANK (Lender)



By: 
Bryan J. Mitchell, Sr. Vice President

Address: 7799 Leesburg Pike
Suite 500
Falls Church, Virginia 22043

Facsimile: (703) 506-9712

ACKNOWLEDGEMENT

STATE OF Maryland :
 : SS
COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 21st day of August, 1996, personally appeared **Edwin Peskowitz** and **Todd Foreman**, to me known personally, who, being by me duly sworn, did each separately say that he is the Vice President and Assistant Secretary (respectively, as appropriate) of **UCG, Inc.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said UCG, Inc. (acting in its capacity of Sole General Partner of United Communications Group Limited Partnership) by authority of its Board of Directors, and the said Vice President and Assistant Secretary each acknowledged said instrument to be his/her free act and deed.

Carly Lake
Notary Public

My Commission Expires: 9/4/96

ACKNOWLEDGEMENT

^{City}
STATE OF Washington :
^{District}
COUNTY OF Columbia : SS
:

Before me, the undersigned, a Notary Public, on this 23rd day of August, 1996, personally appeared Bryan J. Mitchell, to me known personally, who, being by me duly sworn, did say that he is the Senior Vice President of Signet Bank, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Signet Bank by authority of its Board of Directors (through its Credit Committee), and the said Mr. Mitchell acknowledged said instrument to be his free act and deed.

Julia E. Winsor
Notary Public

My Commission Expires: 1-2-00

Schedule A

Any and all copyrights in connection with the following products and services:

Oil Express
Oil Price Information Service
OPIS Newsletter
PetroScan
PetroSAT
OPIS Overnight
JetFax
LP-Gas Fax
WestFax
RackFax
Fax-A-Rack
Executive Bulletin
Pipeline Rates Information Service
Stalsby/Wilson's Petroleum Supply Americas
Stalsby/Wilson's Petroleum Supply Europe
Stalsby/Wilson's Petroleum Terminal Encyclopedia
Stalsby/Wilson's Who's Who in Natural Gas
Stalsby/Wilson's Petrochemicals
Stalsby/Wilson's Natural Gas Executive Calendar
Stalsby/Wilson's Petrochemical Executive Calendar
Stalsby/Wilson's Petroleum Industry Calendar
Stalsby/Wilson's Who's Who in Fertilizer and Agrichemical Supply
Stalsby/Wilson's Electric Power Industry Directory and Contact Guide
Petronet
Petronet Fuel-Link
Retail Gasoline State Reports
Petrocam
Heard at the Street
Market Alerts
CPC Price Index
Spread Reports
Diesel Price Yearbook
Truck Stop Guide
Diesel Price Index
Daily Market Report
Daily Propane Report
Weekly Market Report

Schedule B

None

Schedule C

<u>Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
Oil Express	1,129,934	January 29, 1980
Petroscan	1,271,199	March 20, 1984
Computer Petroleum System (inactive)	1,157,547	June 9, 1981
CPC Stylized Letters	1,176,463	November 3, 1981
Petronet	1,396,188	June 3, 1986
Petronews	1,477,197	February 16, 1988