

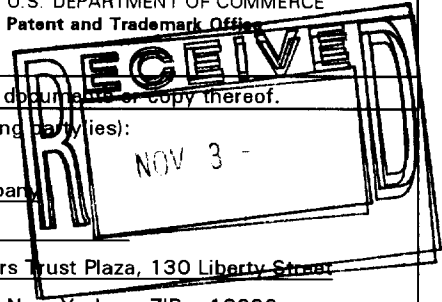
11-05-1998



Form PTO-1594
1-31-92
11/3/98

100871910

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

1. Name of conveying party(ies):
I-Net, Inc.
 Individuals Association
 General Partnership Limited Partnership
 Corporation-State: Maryland
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Bankers Trust Company
Internal Address: _____
Street Address: One Bankers Trust Plaza, 130 Liberty Street
City: New York State: New York ZIP: 10006
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- New York
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: March 13, 1998

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional numbers attached? Yes No

Trademark Registration No.(s)
1,997,048
2,150,062
1,971,910

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kimberly Miller
Internal Address: White & Case LLP
Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 3
7. Total fee (37 CFR 3.41): \$ 90.00
 Enclosed
Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Kimberly V. Miller
Name of Person Signing

[Signature]
Signature
Date: 11/2/98
Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems,

40.00
50.00
00000189 1997046

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, I-NET, INC., a Maryland corporation (the "Assignor") with principal offices at Suite 100, 6700 Rockledge Drive, Bethesda, Maryland 20817, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 13, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and


are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 15th day of October, 1998.

I-NET, INC., Assignor

By


Name: B.L. Buckingham

Title: Treasurer

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the ____ day of _____, 1998.

I-NET, INC., Assignor

By _____

Name:

Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By  _____

Name:

Title:

Massachusetts
STATE OF NEW YORK)
Middlesex) ss.:
COUNTY OF NEW YORK)

On this 12th day of October, 1998, before me personally came Richard

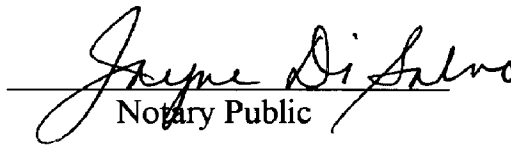
L. Buckingham who, being by me duly sworn, did state as follows: that [s]he is
Treasurer of I-Net, Inc., that [s]he is authorized to execute the foregoing Assignment of
Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Rebecca M. Pontes
Notary Public
My Commission Expires 9/24/04

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 3rd day of SEPTEMBER 1998 before me personally came _____

G. ANDREW KEITH who, being by me duly sworn, did state as follows: that ~~X~~he is
VICE PRESIDENT of Bankers Trust Company that ~~X~~he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that ~~X~~he did so by
authority of the Board of Directors of said corporation.


Notary Public

JAYNE DISALVO
NOTARY PUBLIC, State of New York
No. 41-4760803
Qualified in Queens County
Certificate Filed in New York County
Commission Expires NOVEMBER 30, 1998

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
GULFDATANET	1997048	8/27/96
I-NET & DESIGN	2150062	4/14/98
RECORDSTAR	1971910	4/30/96