

01-26-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other _____

Effective Date
Month Day Year _____

Conveying Party

Mark if additional names of conveying parties attached

Name TIERNAN COMMUNICATIONS, INC.

Execution Date
Month Day Year
0104 999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

01-15-1999

Receiving Party

Mark if additional names of receiving parties attached

Name IMPERIAL BANK

DBA/AKA/TA _____

Composed of _____

Address (line 1) 701 B Street

Address (line 2) Suite 600

Address (line 3) San Diego CA 92101

Individual General Partnership Limited Partnership Corporation Association

Other California banking corporation

Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

01/25/1999 SBUMS 00000019 200052 2196930

01 FC:481 40.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK
REEL: 1843 FRAME: 0471

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2196960"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Shari Pond

Shari Pond

Shari Pond

Signature

January 13, 1999

Date Signed

**MORTGAGE AND GRANT OF SECURITY INTEREST
WITH RESPECT TO TRADEMARKS**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, TIERNAN COMMUNICATIONS, INC., a California corporation (the "Debtor" or "Borrower"), having an office located at 5751 Copley Drive, San Diego, California 92111, does hereby irrevocably mortgage, pledge and grant a continuing security interest to IMPERIAL BANK, a California banking corporation (the "Secured Party" or "Bank") having an office located at 700 B Street, Suite 600, San Diego, California 92101, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the trade names, trademarks and/or service marks listed on Schedule A attached hereto, all applications pending with respect thereto, and all renewals and extensions thereof and the goodwill associated with such marks and names (collectively, the "Trademarks"), as security for the payment and performance of any and all indebtedness and obligations (whether presently existing or hereafter arising) of the Debtor to the Bank (collectively, the "Obligations") in connection with the credit facilities made pursuant to the terms of (i) all existing loan agreements by and between Debtor and Secured Party, (ii) all existing security agreements by and between Debtor and Secured Party, (iii) all existing promissory notes, of Debtor in favor of Secured Party; and (iv) all other agreements, promissory notes and documents between Debtor and Secured Party or by the Debtor in favor of the Secured Party now existing or hereafter entered into, as any of the foregoing may be amended, modified, supplemented and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations are also secured by all other personal property of the Debtor.

This Mortgage and Grant of Security Interest With Respect to Trademarks is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of the State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to execute, file and/or record any documents necessary or advisable in the Bank's sole determination to perfect or continue the perfection of the Bank's rights in the Collateral on or after any default or breach by the Debtor under or of any Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank in its good-faith judgment believes infringes any right of the Debtor or any right of the Bank in the Trademarks to the extent herein provided, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may in its good-faith judgment deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper in the Bank's good-faith judgment for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

This Mortgage and Grant of Security Interest With Respect to Trademarks shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 4th day of January, 1999.

TIERNAN COMMUNICATIONS, INC.

a California corporation

By: _____

Its _____

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of San Diego)

On January 2, 1997 before me, Kathleen Redding
DATE
personally appeared Zachary Thomas
NAME(S) OF SIGNER(S)

**CAPACITY CLAIMED
BY SIGNER**

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____ TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

personally known to me **-OR-**
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness by hand and official seal.

Kathleen Redding
SIGNATURE OF NOTARY



SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES): _____

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT: Mortgage and Grant of Security Interest With Respect to Trademark

Though the data requested here is not required by law, it could prevent fraudulent attachment of this form.

NUMBER OF PAGES: _____ DATE OF DOCUMENT: _____

SIGNER(S) OTHER THAN NAMED ABOVE: xxx

SCHEDULE A

DEBTOR: TIERNAN COMMUNICATIONS, INC.
A CALIFORNIA CORPORATION

SECURED PARTY: IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION

<u>Name of Trademark</u>	<u>Date of Registration or Filing</u>	<u>Registration/Serial Number</u>
"Tiernan Communications"	10/20/98	2,196,960