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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

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To the Honorable Commissioner

Please indicate attached original documents

1. Name of conveying party(ies):

GLOBAL INTERACTIVE CORPORATION

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

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

3. Nature of conveyance:

2-3-99

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: NOVEMBER 30, 1998

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC CAPITAL CORPORATION

Internal Address: _____

Street Address: 201 HIGHBRIDGE ROAD

City: STAMFORD State: CT ZIP: 06927

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

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 patent number(s):

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2,034,074

Additional numbers attached? Yes No

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

Name: AMY LEE BRADY

Internal Address: CSC

Street Address: 80 STATE STREET, 6TH FL.

City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

02/08/1999 DMSUYEN 00000276 2034074

FC:481

40.00 DP

DO NOT USE THIS SPACE

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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.

AMY LEE BRADY

Name of Person Signing

Amy Lee Brady
Signature

2/1/99
Date

Total number of pages including cover sheet, attachments, and document: 11

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

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

TRADEMARK
REEL: 1858 FRAME: 0042

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 1998, by GLOBAL INTERACTIVE COMMUNICATIONS CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GE Capital"), in its capacity as collateral agent for Senior Lenders (as defined herein) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, and GE Capital (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "GE Capital Credit Agreement"), GE Capital has agreed to make a Term Loan to Grantor;

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, and Interactive Cable Systems, Inc., a California corporation ("ICS") (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "ICS Credit Agreement"), ICS has agreed to make loans to Grantor;

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Global Interactive Technologies Corporation, a Delaware corporation ("GITC"), the Persons named therein as Credit Parties, and ResNet Communications, Inc., a Delaware corporation, ("ResNet") (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "ResNet Credit Agreement"), ResNet has agreed to make loans to Grantor and GITC (GE Capital, ResNet and ICS are collectively referred to herein as "Senior Lenders", the GE Capital Credit Agreement, the ICS Credit Agreement and the ResNet Credit Agreement are collectively referred to herein as the "Senior Credit Agreements") (all present and future indebtedness, obligations and liabilities, whether direct, contingent or otherwise, pursuant to the Senior Credit Agreements, and all other present and future indebtedness, obligations and liabilities, whether direct, contingent or otherwise, which is permitted under the Senior Credit Agreements to have liens and security interest pari passu with the liens and security interest granted to the Senior Lenders under the Senior Credit Agreements shall be referred to herein collectively as the "Senior Indebtedness");

WHEREAS, the Grantor, the Senior Lenders and the Collateral Agent are parties to a Senior Intercreditor Agreement dated as of the date hereof (the "Intercreditor Agreement");

WHEREAS, Senior Lenders are willing to make the Term Loans as provided for in the Senior Credit Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Senior

Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Senior Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the GE Capital Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Senior Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Senior Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL INTERACTIVE COMMUNICATIONS CORPORATION, as Grantor

By: Carl Koenig
Name: Carl Koenig
Title Secretary

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: _____
Name: _____
Title _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
COUNTY OF NY) ss.

On this 20 day of Nov. 1998 before me personally appeared Carl Koenig, proved to me, on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Global Interactive Communications Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Barbara Holtz
Notary Public

{seal}

BARBARA HOLTZ
Notary Public, State of New York
No. 31-4280736
Qualified in New York County
Commission Expires April 30, 1999

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK REGISTRATIONS:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
"ActiveTel"	2,034,074	January 28, 1997

TRADEMARK APPLICATIONS:

None

TRADEMARK LICENSES:

Technology License Agreement between LodgeNet Entertainment Corporation and ResNet Contribution Sub., Inc. dated as of November 30, 1998, covering licenses for the following Trademarks: "ResNet," "ResNet Communications," and "b-LAN" (including any combinations or derivations thereof), which Agreement has been assumed by Grantor.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 1998, by GLOBAL INTERACTIVE COMMUNICATIONS CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GE Capital"), in its capacity as collateral agent for Senior Lenders (as defined herein) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, and GE Capital (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "GE Capital Credit Agreement"), GE Capital has agreed to make a Term Loan to Grantor;

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, and Interactive Cable Systems, Inc., a California corporation ("ICS") (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "ICS Credit Agreement"), ICS has agreed to make loans to Grantor;

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Global Interactive Technologies Corporation, a Delaware corporation ("GITC"), the Persons named therein as Credit Parties, and ResNet Communications, Inc., a Delaware corporation, ("ResNet") (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "ResNet Credit Agreement"), ResNet has agreed to make loans to Grantor and GITC (GE Capital, ResNet and ICS are collectively referred to herein as "Senior Lenders", the GE Capital Credit Agreement, the ICS Credit Agreement and the ResNet Credit Agreement are collectively referred to herein as the "Senior Credit Agreements") (all present and future indebtedness, obligations and liabilities, whether direct, contingent or otherwise, pursuant to the Senior Credit Agreements, and all other present and future indebtedness, obligations and liabilities, whether direct, contingent or otherwise, which is permitted under the Senior Credit Agreements to have liens and security interest pari passu with the liens and security interest granted to the Senior Lenders under the Senior Credit Agreements shall be referred to herein collectively as the "Senior Indebtedness");

WHEREAS, the Grantor, the Senior Lenders and the Collateral Agent are parties to a Senior Intercreditor Agreement dated as of the date hereof (the "Intercreditor Agreement");

WHEREAS, Senior Lenders are willing to make the Term Loans as provided for in the Senior Credit Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Senior

Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Senior Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the GE Capital Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Senior Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Senior Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL INTERACTIVE COMMUNICATIONS CORPORATION, as Grantor

By: [Signature]
Name: Carl Koenig
Title Secretary

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: _____
Name: _____
Title _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
COUNTY OF NY) ss.

On this 20 day of Nov. 1998 before me personally appeared Carl Koenig, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Global Interactive Communications Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

{seal}


BARBARA HOLTZ
Notary Public, State of New York
No. 31-4280736
Qualified in New York County
Commission Expires April 30, 1999

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL INTERACTIVE COMMUNICATIONS CORPORATION, as Grantor

By: _____
Name: _____
Title _____

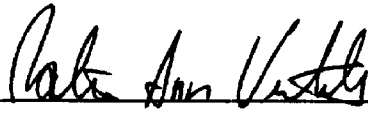
ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By:  _____
Name: Stephen B. Hoover
Title SVP Business Development

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut)
)
COUNTY OF Fairfield) ss. Stamford

On this 24 day of November, 1998 before me personally appeared Stephen B. Hoover, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GE Capital Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

 _____
Notary Public

PATRICIA ANN VERTULA
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2001

{seal}

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

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<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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