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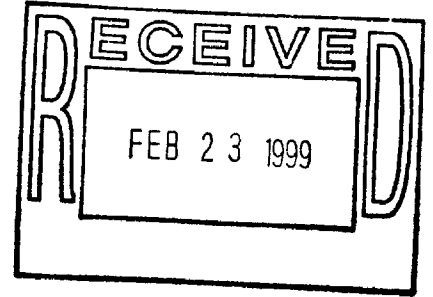


MARK OFFICE

RI 100970144 COVER SHEET

2-23-99

TRADEMARKS ONLY



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

1. Name and address of conveying party:

Properties Development Corporation
300 Delaware Avenue, 9th Floor
Wilmington, DE 19801

A Delaware corporation

2. Name and address of receiving party:

BankBoston, N.A., as Administrative Agent
100 Federal Street
Boston, MA 02110

A national banking association

3. Nature of conveyance: Trademark Security Agreement

Execution date: January 27, 1999.

4. Application numbers and registration numbers:

A. Trademark numbers:

See Attachment 1 attached hereto.

B. Trademark application numbers:

See Attachment 1 attached hereto.

RECORDED
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ASSIGNMENT DIVISION

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BUSDOCS:712777.1

TRADEMARK
REEL: 1858 FRAME: 0599

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

Robert J. Keough, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

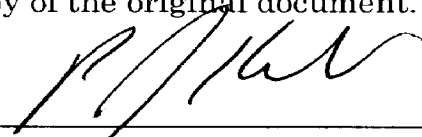
6. Total number of applications and trademarks involved: 1

7. Total fee enclosed: \$40.00

8. Deposit account number: Not applicable

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.



Robert Keough, Esq.
February 22, 1999

Total number of pages submitted (including cover sheet and any Attachments, and conveyance document and any attached Attachments): 10

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

U.S. Patent and Trademark Office
Office of Public Records
Customer Service Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

ATTACHMENT 1
to
Subsidiary Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	DecisionOne	# 2,168,647	June 23, 1998

Pending Trademark Applications

None

Patent Applications in Preparation

None

Item B. Patent Licenses

None

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of January 27, 1999, is made between **PROPERTIES DEVELOPMENT CORPORATION**, a Delaware corporation (the "Grantor"), and **BANKBOSTON, N.A.**, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lender Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 7, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among DecisionOne Corporation, a Delaware corporation (the "Borrower"), the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders") and the Administrative Agent, BankBoston, N.A., as the Documentation Agent, DLJ Capital Funding, Inc., as Syndication Agent, and the Issuer, the Lenders and the Issuer have extended Commitments to make Credit Extensions (as such term is defined in the Credit Agreement) to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a (a) Subsidiary Guaranty dated as of January 27, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Subsidiary Guaranty") pursuant to which the Grantor has guaranteed to the Lender Parties and the Agents the payment and performance in full of all the Secured Obligations and (b) Subsidiary Security Agreement, dated as of January 27, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions to the Borrower pursuant to the Credit Agreement, and to induce the Lender Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit

of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The 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 its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the Credit Agreement or a waiver or consent granted under the Credit Agreement or (ii) the payment in full of all Secured Obligations, the termination or expiration of all Letters of Credit and Rate Protection Agreements and the termination of all Commitments, the security interest granted herein shall automatically terminate with respect to (x) such Collateral (in the case of clause (i)) or (y) all Collateral (in the case of clause (ii)). Upon any such termination, the Administrative Agent will, at the Grantor's sole expense, execute and

deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Upon any sale or other transfer of Collateral permitted by the terms of Section 7.2.9 of the Credit Agreement or any waiver or consent granted under the Credit Agreement, the security interest created hereunder in such Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6 Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

**PROPERTIES DEVELOPMENT
CORPORATION**

By 
Title: *Treasurer*

BANKBOSTON, N.A.,
as Administrative Agent


By _____
Title:

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

**PROPERTIES DEVELOPMENT
CORPORATION**

By _____
Title:

**BANKBOSTON, N.A.,
as Administrative Agent**

By  _____
Title: Director

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