

FILE 1419-169

RECOI



2.25.99

100974347

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

1. Name of conveying party(ies):

Tcom, L.P.

- Individual
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

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

Name National Bank of Canada

Internal Address: _____

Street Address: 401 East Pratt Street

Suite 631

City Baltimore

State Maryland ZIP 21202

- Individual (s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporate-State _____
- Other Canadian Chartered Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No N/A

Additional name(s) & addresses(es) attached?

Yes No

3. Name of Conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: February 23, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,018,678; 1,946,257; 1,934,413; 1,972,143; 1,977,116 and 1,911,948

Additional numbers attached? Yes No

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

Name: Raymond A. Kurz

Internal Address: Rothwell, Figg, Ernst & Kurz, P.C.

Columbia Square

Street Address: 555 Thirteenth St., N.W., S. 701 E. Tower

City: _____

State: Washington, D.C. Zip 20004

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:

02/26/1999 DNGUYEN 00000279 2018678

DO NOT USE THIS SPACE

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

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.

G. Franklin Rothwell

Name of Person Signing

Signature

February 25, 1999

Date

Total number of pages including cover sheet, attachments and documents: 13

SCHEDULE IA
to Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS
FILED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
2 nd TCOM trademark (diamond)	2,018,678	11/26/96
71M	1,946,257	01/09/96
32M	1,934,413	11/07/95
LASS	1,972,143	05/07/96
MATSS	1,977,116	05/28/96
E-LASS	1,911,948	08/15/95

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made as of the 23rd day of February, 1999, by TCOM, L.P., a Delaware limited partnership (the "Partnership"), in favor of NATIONAL BANK OF CANADA, a Canadian chartered bank, as Agent (in such capacity, the "Agent") for the Lenders (the "Lenders") and for the Issuing Bank (the "Issuing Bank") parties to the Credit Agreement dated as of September 22, 1993 (as the same may be amended, modified, restated, supplemented or replaced from time to time, the "Credit Agreement") among the Partnership, the Lenders, the Issuing Bank and the Agent.

WITNESSETH:

WHEREAS, pursuant to and upon the terms and subject to the conditions set forth in the Credit Agreement, the Lenders and the Issuing Bank have extended various credit accommodations to the Partnership; and

WHEREAS, the Partnership has executed and delivered in favor of the Agent, for the ratable benefit of the Agent, the Lenders and the Issuing Bank, a Partnership Security Agreement and Assignment of Contracts dated as of September 22, 1993 (as the same may be amended, modified, restated, supplemented or replaced from time to time, the "Partnership Security Agreement") pursuant to which, among other things, the Partnership has granted to the Agent, for the ratable benefit of the Agent, the Lenders and the Issuing Bank, a security interest in the Trademarks (as hereinafter defined) and other collateral; and

WHEREAS, the Partnership has also executed and delivered in favor of the Agent, for the ratable benefit of the Agent, the Lenders and the Issuing Bank, a Trademark Security Agreement dated as of September 22, 1993 (as the same may be amended, modified, restated, supplemented or replaced from time to time, the "Original Partnership Trademark Assignment") pursuant to which, among other things, the Partnership has granted to the Agent for the ratable benefit of the Agent, the Lenders and the Issuing Bank, a security interest in the Trademarks and other collateral; and

WHEREAS, it is a condition precedent to the continuing obligations of the Lenders and the Issuing Bank to extend their respective credit accommodations to the Partnership that the Partnership shall have executed and delivered this Agreement to further evidence and facilitate recordation with the United States Patent and Trademark office of the Agent's security interest in the Trademarks, but without superseding or limiting any terms of the Partnership Security Agreement or the Original Partnership Trademark Assignment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Partnership hereby agrees as follows:

1. **Defined Terms.** Capitalized terms used herein without definition which are defined in, or defined by reference in, the Credit Agreement or the Partnership Security Agreement shall have the meanings thereby assigned. The following terms shall have the following meanings, unless the context otherwise requires:

“Collateral” shall have the meaning assigned thereto in Section 2 of this Agreement.

“Obligations” shall mean: as the same may be amended, modified, restated, extended, renewed, supplemented, increased, refinanced, consolidated or replaced from time to time, all present and future obligations, indebtedness and liabilities of the Partnership to the Agent, any Lender or the Issuing Bank of every kind and nature arising under or in connection with the Credit Agreement, this Agreement, the Notes, the Partnership Security Agreement, the Original Partnership, Trademark Assignment, the Partnership Patent Assignment, the Patent Security Agreement of even date herewith by the Partnership for the benefit of the Agent, the Lenders and the Issuing Bank, the Fee Deed of Trust, the Leasehold Deed of Trust, the New Hangar Deed of Trust, Letters of Credit, the L/C Agreements or any of the other Loan Documents (including, without limitation, all principal amounts, including future advances, reimbursement obligations in connection with Letters of Credit, indemnification liabilities, interest charges, service charges, fees, commissions and all other charges and sums, as well as all costs and expenses, including reasonable attorneys’ fees and expenses, payable or reimbursable by the Partnership under or pursuant to the Credit Agreement, this Agreement or any of the other Loan Documents, whether direct or indirect, contingent or noncontingent, matured or unmatured, accrued or not accrued, liquidated or unliquidated, and whether arising in contract, tort or otherwise. The Obligations, as defined above, shall include all present and future claims against the Partnership arising or re-arising on account of or as a result of any payment made by the Partnership or any other Person with respect to the Obligations which is rescinded or recovered from or restored or returned by the Agent, any Lender or the Issuing Bank under authority of any law, rule, regulation, order of court or other Governmental Authority, or in connection with any compromise or settlement relating thereto or relating to any pending or threatened action, suit or proceeding relating thereto, whether arising out of any proceedings under the United States Bankruptcy Code or otherwise.

“Trademarks” shall mean: all right, title and interest of the Partnership, whether now owned or existing or hereafter acquired or arising, in and to all United States trademarks, trade names (including the trade name “TCOM”), names of the Partnership, corporate names, company names, business names, fictitious business names, trade styles, service marks, designs, logos, other source of business identifiers, and prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office, together with (a) all goodwill of the business to which any of the foregoing relates, (b) all renewals thereof, (c) all present and future rights of the Partnership under all present and future license agreements relating to any of the foregoing, whether the Partnership is licensee or licensor thereunder, (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) all present and future claims, causes of action and

rights to sue for past, present or future infringements thereof, and (f) all rights corresponding thereto throughout the world. "Trademarks" as defined above, shall include, without limitation, the United States trademarks and trademark applications listed on Schedule IA to this Agreement.

2. Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Obligations and in order to induce the Agent, the Lenders and the Issuing Bank to continue to make available credit accommodations, all in accordance with the terms thereof, the Partnership hereby sells, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Agent, the Lenders and the Issuing Bank, a security interest in, all of the Partnership's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (all of which being hereinafter collectively called the "Collateral"):

(a) all Trademarks;

(b) all General Intangibles relating to Trademarks; and

(c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

3. Representation and Warranties. The Partnership hereby represents and warrants that:

(a) Title; No Other Liens. Except for the Lien granted to the Agent for the ratable benefit of the Agent, the Lenders and the Issuing Bank pursuant to this Agreement, the Partnership Security Agreement, the Original Partnership Trademark Assignment, and the other Liens permitted to exist on the Collateral pursuant to the Credit Agreement, the Partnership owns each item of the Collateral free and clear of any and all Liens or claims of others. To the best of the Partnership's knowledge, no security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Agent pursuant to this Agreement, the Partnership Security Agreement, or the Original Partnership Trademark Assignment or in connection with any other Lien (other than a Lien for taxes) which may be permitted pursuant to the Credit Agreement

(b) Perfected First Priority Liens. Upon the filing and acceptance for recordation in the United States Patent and Trademark Office of this Agreement, the Liens granted pursuant to this Agreement will constitute perfected Liens on the Collateral in favor of the Agent, for the ratable benefit of the Agent, the Lenders and the Issuing Bank, which are prior to all other Liens on the Collateral in existence on the date hereof and which are enforceable as such against all creditors of and purchasers from the Partnership.

(c) Trademarks. Schedule IA hereto and Schedule I to the Original Partnership Trademark Assignment includes all United States Trademarks owned by the Partnership as of the date hereof. To the best of the Partnership's knowledge, each such Trademark is, to the extent applicable, valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in such Schedule IA, none of such Trademarks is the subject of any licensing or franchise

agreement. To the best of the Partnership's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any such Trademark. To the best of the Partnership's knowledge, no action or proceeding is pending (i) seeking to limit, cancel or question the validity of any such Trademark, or (ii) which, if adversely determined, would have a material adverse effect on the value of any such Trademark.

(d) Chief Executive Office. The Partnership's chief executive office is located at 7115 Thomas Edison Drive, Columbia, Maryland.

4. Covenants. The Partnership covenants and agrees with the Agent, the Lenders and the Issuing Bank that, from and after the date of this Agreement until all of the Obligations have been paid in full and there exists no contingent or noncontingent commitment which could give rise to any Obligations:

(a) Except with respect to any Trademark that the Partnership shall reasonably determine is of negligible economic value to it, the Partnership (either itself or through licensees) (i) will continue to use each Trademark with respect to each class of goods to which such Trademark relates so as to maintain such Trademark in full force, free from any claim of abandonment for non-use, (ii) will maintain as in the past the quality of products and services offered under each Trademark, (iii) will employ each Trademark with the appropriate notice of registration, (iv) will not adopt or use any other Person's mark which is confusingly similar to, or a colorable imitation of, any Trademark, and (v) will not do any act, or omit to do any act, whereby any Trademark may become invalidated. The Partnership will not, without the Agent's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Partnership's obligations under the Credit Agreement, the Partnership Security Agreement, the Original Partnership Trademark Assignment, this Agreement or any of the other Loan Documents, and the Partnership further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Agent under this Agreement.

(b) In each case in which, after the date of this Agreement, the Partnership shall (i) obtain rights to any United States Trademarks not listed on Schedule IA hereto or Schedule I to the Original Partnership Trademark Assignment, or to any licenses relating to any such Trademarks, or (ii) become entitled to the benefit of any United States Trademark not listed on Schedule IA hereto or on Schedule I to the Original Partnership Trademark Assignment, or to the benefit of any license renewal, the security interest of the Agent granted hereunder shall automatically attach thereto and the Partnership shall give the Agent written notice thereof in accordance with Subsection 4(e) of this Agreement and, promptly after request by the Agent and at the Partnership's expense, execute and deliver to the Agent, in form and content reasonably satisfactory to the Agent and in proper form for filing in the United States Patent and Trademark Office, such security agreements, assignments or other documents as may be reasonably required by the Agent in order to reflect of record the Agent's interest therein pursuant to this Agreement, the Original Partnership Trademark Assignment and the Partnership Security Agreement. The Partnership further agrees, at its expense, promptly to do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and documents as the Agent may reasonably request from time to time to vest in and assure to Agent, the Lenders and the Issuing Bank their rights under this Agreement

or in any of the Collateral, and the Partnership hereby constitutes the Agent its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Obligations have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any Obligations.

(c) The Partnership will notify the Agent, each Lender and the Issuing Bank in accordance with Subsection 4(e) of this Agreement if it knows, or has reason to know, that any United States Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any state or federal court or tribunal) regarding the Partnership's ownership of any such Trademark or its right to register the same or to keep and maintain the same.

(d) The Partnership will maintain, preserve and protect all of the Trademarks free of any conflict with the rights of any other Person. Without limitation of the foregoing, the Partnership shall have the duty (i) to pay all taxes, fees or other amounts necessary to maintain in full force and effect all of the Trademarks, (ii) to prosecute diligently any application relating to the Trademarks pending as of the date hereof or thereafter, (iii) to make application on any Trademarks which have not been registered but which may be registered, and (iv) to preserve and maintain all rights in applications and registrations of the Trademarks. Any expenses incurred in connection with such applications shall be paid by the Partnership, and none of the Agent, the Lenders or the Issuing Bank shall have any obligation or liability to pay any taxes or fees. Nor shall any of the Agent, the Lenders or the Issuing Bank have any duties in connection with applications or maintenance of rights in any Trademarks.

(e) Without the Agent's prior written consent, the Partnership shall not sell or assign its interest in, or grant any license under, any of the Trademarks. Within 30 days after March 31, June 30, September 30 and December 31 of each year after the date of this Agreement (or more often if so requested by the Agent), the Partnership will provide to the Agent, each Lender and the Issuing Bank a certificate of an Authorized Officer of the Partnership disclosing all material transactions concerning Trademarks since the date of the last such certificate (or, in the case of the first such certificate, since the date of this Agreement).

(f) In the event that any Trademark included in the Collateral is infringed by a third party, the Partnership shall promptly notify the Agent, the Lenders and the Issuing Bank after it learns thereof and shall, unless the Partnership shall reasonably determine that such Trademark is of negligible economic value to the Partnership, which determination the Partnership shall promptly report to the Agent, the Lenders and the Issuing Bank, promptly sue for infringement, seek injunctive relief where appropriate, recover any and all damages for such infringement or take such other actions as the Partnership shall reasonably deem appropriate under the circumstances to protect such Trademark.

5. Agent's Appointment as Attorney-in-Fact.

(a) Powers. The Partnership hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Partnership and in the name of the Partnership or in its own name, from time to time in the Agent's discretion after the occurrence and during the continuance of any Event of Default, for the purpose of carrying out the terms of this Agreement to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Partnership hereby gives the Agent the power and right, on behalf of the Partnership, without notice to or assent by the Partnership, to do the following:

(i) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral; and

(ii) without limitation of rights granted to the Agent under other provisions of this Agreement: (A) to ask, demand, sue for, compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (C) to defend any suit, action or proceeding brought against the Partnership with respect to any Collateral; (D) to settle, compromise or adjust any suit, action or proceeding described in clause (B) or (C) above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; (E) to assign, license or otherwise transfer any Trademark or interests therein or thereunder for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine; and (F) generally, to sell, transfer, assign, license, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option and the Partnership's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the Agent's Liens thereon and to effect the intent of this Agreement, all as fully and effectively as the Partnership might do.

The Partnership hereby ratifies all that said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Partnership also authorizes the Agent, each Lender and the Issuing Bank, at any time and from time to time, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty. The powers conferred on the Agent, the Lenders and the Issuing Bank hereunder are solely to protect the interests of the Agent, the Lenders and the Issuing Bank in the Collateral and shall not impose any duty upon any of them to exercise any such powers. The Agent, the Lenders and the Issuing Bank shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors,

employees, attorneys or agents shall be responsible to the Partnership for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6. Performance by Agent of Partnership's Obligations. If the Partnership fails to perform or comply with any of its agreements contained herein and the Agent, any Lender or the Issuing Bank, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Agent, such Lender or the Issuing Bank incurred in connection with such performance or compliance, together with interest thereon at the rate per annum applicable from time to time to NBC Rate Loans plus 2%, shall be payable by the Partnership to the Agent on demand and shall constitute Obligations secured hereby.

7. Proceeds. If an Event of Default shall have occurred and be continuing, any and all Proceeds received by the Agent (whether from the Partnership or otherwise) may, in the sole discretion of the Agent, be held by the Agent, for the ratable benefit of the Agent, the Lenders and the Issuing Bank, as collateral security for, and/or then or at any time thereafter applied in whole or in part by the Agent against, such of the Obligations (whether matured or unmatured), and in such order, as the Agent shall elect. Any balance of such Proceeds remaining after the Obligations shall have been paid in full and there exists no contingent or noncontingent commitment which could give rise to any Obligations shall be paid over to the Partnership or to whomsoever may be lawfully entitled to receive the same.

8. Remedies. If an Event of Default shall occur and be continuing:

(a) All cash, checks, drafts, money orders and other items of payment constituting Collateral, or collections or other Proceeds of Collateral, received by the Partnership shall be held by the Partnership in trust for the Agent, for the ratable benefit of the Agent, the Lenders and the Issuing Bank, shall be segregated from other funds of the Partnership and shall forthwith upon receipt by the Partnership, be turned over to the Agent, in the same form as received by the Partnership (duly endorsed by the Partnership to the Agent if required), and any and all such collections and other Proceeds of Collateral so received by the Agent (whether from the Partnership or otherwise) may, in the sole discretion of the Agent, be held by the Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by the Agent against, such of the Obligations (whether matured or unmatured), and in such order, as the Agent shall elect. Any balance of such collections or other Proceeds of Collateral held by the Agent and remaining after payment in full of all of the Obligations when there exists no contingent or noncontingent commitment which could give rise to any Obligations shall be paid over to the Partnership or to whomsoever may be lawfully entitled to receive the same.

(b) The Agent may take exclusive possession of any or all of the Collateral from time to time and/or place a custodian in exclusive possession of any or all of the Collateral from time to time and, so far as the Partnership may give authority therefor, enter upon any premises on which any of the Collateral may be situated and remove the same therefrom, the Partnership hereby waiving, to the extent permitted by applicable law, any and all rights to prior notice and to judicial hearing with respect to repossession of Collateral, and/or require the Partnership, at the Partnership's expense, to assemble and deliver any or all of the Collateral to such

place or places as the Agent may reasonably request.

(c) At the Partnership's expense, continue or complete, or cause to be continued or completed, performance of obligations of the Partnership under any Accounts, chattel paper, Contracts, instruments or General Intangibles, and, for such purpose, use, operate, manage, control and exercise all rights of the Partnership relating to, any or all of the Collateral, and collect all income and revenues therefrom.

(d) The Agent may exercise, in addition to all other rights and remedies granted to the Agent, any Lender or the Issuing Bank in this Agreement and in any other Loan Document and in addition to all other rights and remedies available to the Agent, any Lender or the Issuing Bank under applicable law, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the Partnership or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may forthwith sell, liquidate, license, assign, give options to purchase, or otherwise dispose of and realize upon the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent, any Lender, the Issuing Bank, or at any or all of the Partnership Business Premises, or elsewhere, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent, any Lender and the Issuing Bank shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Partnership, which right or equity is hereby waived and released. The Agent shall apply the net proceeds of any such sale, license, assignment or other disposition of or realization upon any of the Collateral, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to repossession, holding, preparing for sale, license, assignment or other disposition, selling, licensing, assigning or otherwise disposing of any of the Collateral or in any way relating to the Collateral or the rights of the Agent, any Lender or the Issuing Bank hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of such of the Obligations (whether matured or unmatured), and in such order, as the Agent may elect, and only after such application and after the payment by the Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(l)(c) of the Code, need the Agent account for the surplus, if any, to the Partnership. In no event shall the Partnership be credited with any part of the proceeds of liquidation, sale, assignment, licensing or other disposition of any of the Collateral until final payment thereon has been received by the Agent in immediately available funds. To the extent permitted by applicable law, the Partnership waives all claims, damages and demands it may acquire against the Agent, any Lender or the Issuing Bank arising out of the exercise by any of them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed commercially reasonable and proper if given at least 10 days before such sale or other disposition. The Partnership shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay in full the Obligations and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the Agent, any Lender or the Issuing Bank in collecting any such deficiency.

9. Expenses. The Partnership agrees to pay to the Agent, each Lender and the Issuing Bank upon demand from time to time the amount of all expenses, including attorneys' fees and disbursements, paid or incurred by the Agent, any Lender or the Issuing Bank in exercising or enforcing or consulting with counsel concerning any of their rights under this Agreement.

10. Limitation on Duties Regarding Preservation of Collateral. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. None of the Agent, the Lenders or the Issuing Bank, nor any of their respective directors, officers, employees, attorneys or agents, shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Partnership or otherwise.

11. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

12. Waiver of Trial by Jury. The Partnership, by its execution of this Agreement, and the Agent, each Lender and the Issuing Bank, by their acceptance of this Agreement, each agrees that any action, suit or proceeding involving any claim, counterclaim or cross-claim arising out of or in any way relating, directly or indirectly, to this Agreement, or any liabilities, rights or interests of the Partnership, the Agent, the Issuing Bank, any Lender or any other Person arising out of or in any way relating, directly or indirectly, to this Agreement, shall be tried by a court and not by a jury. The Partnership, by its execution of this Agreement, and the Agent, the Issuing Bank and each Lender, by their acceptance of this Agreement, each hereby waives any right to trial by jury in any such action, suit or proceeding, with the understanding and agreement that this waiver constitutes a waiver of trial by jury of all claims, counterclaims and cross-claims against all parties to such actions, suits or proceedings, including claims, counterclaims and cross-claims against parties who are not parties to this Agreement. This waiver is knowingly, willingly and voluntarily made by each of such parties, and each of such parties acknowledges and agrees that this waiver of trial by jury is a material aspect of the agreements among them and that no representations of fact or opinion have been made by any Person to induce this waiver of trial by jury or to modify, limit or nullify its effect.

13. Additional Waivers. The Partnership hereby waives, to the extent the same may be waived under applicable law: (a) notice of acceptance of this Agreement by the Agent, the Lenders and the Issuing Bank; (b) all claims, causes of action and rights of the Partnership against the Agent, the Issuing Bank or any Lender on account of actions taken or not taken by any of them in the exercise of any of their rights or remedies under this Agreement or under law, provided that the same did not arise from their gross negligence or willful misconduct; and (c) all claims and causes of action of the Partnership against the Agent, the Issuing Bank or any Lender for punitive, exemplary or other non-compensatory damages, unless such claims arose on account of willful misconduct.

14. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such

prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Partnership, the Agent, each of the Lenders and the Issuing Bank and their respective successors and assigns, except that the Partnership may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Agent, each Lender and the Issuing Bank.

16. Paragraph Headings. The paragraph headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

17. No Waiver; Cumulative Remedies. None of the Agent, the Lenders and the Issuing Bank shall by any act (except by a written instrument pursuant to Section 18 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy under this Agreement or any of the other Loan Documents or to have acquiesced in any Default or Event of Default under the Credit Agreement or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Agent, any Lender or the Issuing Bank, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent, any Lender or the Issuing Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent, such Lender or the Issuing Bank would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

18. Waivers and Amendments; Governing Law. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Partnership and the Agent, provided that any provision of this Agreement may be waived by the Agent in a written letter or agreement executed by the Agent. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTNERSHIP, THE AGENT, EACH LENDER AND THE ISSUING BANK UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MARYLAND EXCLUSIVE OF PRINCIPLES OF CONFLICTS OF LAWS.

19. Notices. All notices, requests and demands to or upon the Partnership, the Agent, any Lender or the Issuing Bank to be effective shall be in writing (including by telegraph or telex), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or three days after being deposited in the mail, postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, or, in the case of telex notice, when sent, answer back received, addressed to such Person at such Person's address as provided in the Credit Agreement and as such address may be changed as provided in the Credit Agreement.

20. Authority of Agent. The Partnership acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken or not taken by the Agent or the exercise or nonexercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as among the Agent, the Lenders and the Issuing Bank, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Partnership, the Agent shall be conclusively presumed to be acting as Agent for the Lenders and the Issuing Bank with full and valid authority so to act or refrain from acting, and the Partnership shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

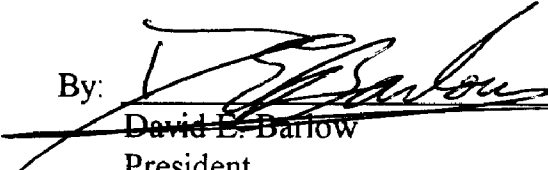
21. Incorporation of Partnership Security Agreement Provisions. The Partnership hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Partnership Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The "Trademarks," as such term is defined in the Partnership Security Agreement, shall include, without limitation, the United States trademarks and trademark applications listed on Schedule IA attached hereto. Nothing in this Agreement shall defer or impair any attachment or perfection of any security interest in any Collateral covered by the Partnership Security Agreement or the Original Partnership Trademark Assignment which would attach or be perfected pursuant to the terms thereof without action by the Partnership or any other Person.

21. Supplementation of Original Partnership Trademark Assignment. This Agreement shall constitute a supplement to the Original Partnership Trademark Assignment.

IN WITNESS WHEREOF, the Partnership has caused the Agreement to be duly executed and delivered under seal as of the date first above written.

TCOM, L.P.

By: CSG, Inc.,
its General Partner

By:  (SEAL)
David E. Barlow
President