

06-16-1999



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MRO

6-14-99

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  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date   
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

06/15/1999 DNGUYEN 00000165 2121900

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2121900"/>	<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.

Carole S. Moorehouse

Name of Person Signing

Carole S. Moorehouse

Signature

6/11/99

Date Signed

## TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 9<sup>th</sup> day of June, 1999 by and between Dallas Denitech Limited, a Texas limited partnership ("Denitech Ltd."), and Heller Financial, Inc., a Delaware corporation, as agent ("Agent") for itself and the Lenders (as defined below).

### WITNESSETH

WHEREAS, pursuant to a certain Credit Agreement dated as of March 15, 1999 among Imagine Technology Group, Inc., a Delaware corporation ("Borrower"), Heller Financial, Inc., as a Lender ("Heller"), Agent, Paribas, as a Lender ("Paribas") and such other financial institutions which are, or may from time to time become, parties thereto as lenders (together with Heller and Paribas, the "Lenders") (as the same may have been and may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and the Lenders have agreed, among other things, to make certain loans to the Borrower, and to extend certain other financial accommodations to or for the benefit of the Borrower; and

WHEREAS, Borrower indirectly owns all of the partnership interests of Denitech Ltd.; and

WHEREAS as a condition to the making of certain loans and other financial accommodations to Borrower pursuant to the terms of the Credit Agreement, Denitech Ltd. executed and delivered that certain Consent under Credit Agreement, Reaffirmations and Guarantor Addition Agreement of even date herewith (the "Consent"), pursuant to which, among other things, Denitech Ltd. became a party to that certain Continuing Guaranty dated as of March 15, 1999 in favor of Lenders and Agent (as amended or otherwise modified from time to time, the "Guaranty") and incurred certain other obligations pursuant to the Consent; and

WHEREAS, pursuant to the Consent, Denitech Ltd. became a party to that certain Security Agreement dated as of March 15, 1999 in favor of Agent, for its own benefit and for the benefit of Lenders (as amended or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement and the Consent, Denitech Ltd. has granted to Agent, for its own benefit and for the benefit of the Lenders, a continuing security interest in certain of its assets, including, without limitation, the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Denitech Ltd. and Agent agree as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions.

The Security Agreement, the Consent and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interest.

To secure the complete and timely payment and satisfaction of the Secured Obligations (as defined in the Security Agreement), Denitech Ltd. hereby grants to Agent, for the benefit of Agent and the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement and the Consent of, a continuing security interest in Denitech Ltd.'s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Denitech Ltd.'s business connected with the use of and symbolized by the Trademark (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks.

Denitech Ltd. represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by the Denitech Ltd. If, before the Obligations shall have been satisfied in full and the Security Agreement has been terminated, Denitech Ltd. shall obtain any new federally registered Trademarks, Denitech Ltd. shall give Agent prompt written notice thereof. Denitech Ltd. hereby agrees that, upon Agent's written request, Denitech Ltd. will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Denitech Ltd.

4. Term.

The term of the security interests granted herein shall extend until the Obligations (other than unasserted contingent or indemnification obligations) have been paid in full and the Security Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. Denitech Ltd. acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent or any of the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

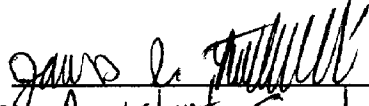
6. Binding Effect; Benefits. This Mortgage shall be binding upon Denitech Ltd. and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

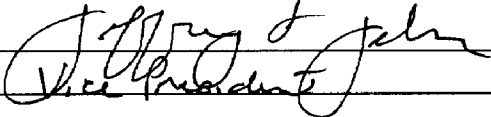
DALLAS DENITECH LIMITED

By: DENITECH PARTNERS LLC  
Its: General Partner

By:   
Title: Assistant Secretary

Accepted and Agreed to as of the date first written above:

HELLER FINANCIAL, INC., as Agent

By:   
Its: Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

**Trademark Description**

**U.S. Registration No.**

Service Mark "Denitech"

2121900, dated 12/16/1997

**TRADEMARK APPLICATIONS**

**Trademark Description**

**U.S. Registration No.**

None.