



07-15-1999

U.S. Patent & TMOs/TM Mail Rpt Dt: #10

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07-22-1999



101098496

address \_\_\_\_\_ documents or copy thereof.

1. Name of conveying party(ies):

TCOM, L.P.

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

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

3. Nature of conveyance: *MPL 7-15-99*

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

Execution Date: July 12, 1999

2. Name and address of receiving party(ies)

Name: National Bank of Canada

Internal Address: \_\_\_\_\_

Street Address: 125 West 55th Street

City: New York State: N.Y. ZIP: 10019

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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)

B. Trademark Registration No.(s)

1911948	1977116	1934413
1972143	2018678	1946257

Additional numbers attached?  Yes  No

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

Name: Tanya Bennett

Internal Address: \_\_\_\_\_

Street Address: Miles & Stockbridge, P.C.

10 Light Street, 8th Flr.

City: Baltimore State: MD ZIP: 21202

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 145

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 20-0052

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

07/21/1999 DNGUYEN 00000364 200052 1911948

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

DO NOT USE THIS SPACE

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.

Tanya Bennett

Name of Person Signing

*Tanya Bennett*  
Signature

July 13, 1999

Date

*Christine E Wilson*

Total number of pages including cover sheet, attachments, and document: 6

**SUPPLEMENTAL  
TRADEMARK SECURITY AGREEMENT**

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of the 12th day of July, 1999, by and among TCOM, L.P., a limited partnership organized and existing under the laws of the State of Delaware (the "Borrower"); NATIONAL BANK OF CANADA, a Canadian chartered bank, in its capacity as a "Lender" under the hereinafter defined Credit Agreement (the "Lender"); NATIONAL BANK OF CANADA, a Canadian chartered bank, in its capacity as agent for the Lender (the "Agent"); and NATIONAL BANK OF CANADA, in its capacity as the "Issuing Bank" under the Credit Agreement (the "Issuing Bank").

W I T N E S S E T H:

A. In accordance with the provisions of that certain Credit Agreement dated as of September 22, 1993 by and among the Borrower, the Daiwa Bank, Limited in its capacity as a Lender ("Daiwa"), National Canada Finance Corp. in its capacity as Agent and as a Lender ("NCFC") and the Issuing Bank, as amended by (i) that certain First Amendment Agreement dated as of December 22, 1994 by and among the Borrower, NCFC, and the Issuing Bank, (ii) that certain Second Amendment Agreement dated as of June 30, 1995 by and among the Borrower, NCFC and the Issuing Bank, (iii) that certain Third Amendment Agreement dated as of June 17, 1996 by and among the Borrower, NCFC and the Issuing Bank, (iv) that certain Fourth Amendment Agreement dated as of February 6, 1997 by and among the Borrower, NCFC and the Issuing Bank, (v) that certain Fifth Amendment Agreement dated as of July 31, 1998 by and among the Borrower, the Agent, the Lender and the Issuing Bank, and (vi) that certain Limited Forbearance Agreement and Sixth Amendment Agreement (the "Forbearance Agreement") dated the date hereof by and among the Borrower, the Agent, the Lender, the Issuing Bank and TCOM-GP, L.L.C. (as amended, restated, modified, substituted, extended, and renewed from time to time, the "Credit Agreement"), the Lender and the Issuing Bank made certain credit facilities available to the Borrower. Subsequent to execution and delivery of the Credit Agreement, Daiwa and NCFC assigned all of their respective rights, title and interests in, to and under the Credit Agreement to the Lender and the Lender subsequently was appointed Agent in replacement of NCFC. All capitalized terms used herein but not expressly defined herein shall have the meanings given such terms in the Credit Agreement.

B. Pursuant to the terms and conditions of the Credit Agreement, the Lender has made available to the Borrower (a) a revolving credit facility in a principal amount not to exceed Ten Million Dollars (\$10,000,000) (the "Revolving Loan") and (b) a term loan in the original principal amount of Four Million Dollars (\$4,000,000) (the "Term Loan"). In addition, as part of, and not in addition to, the Revolving Loan, the Issuing Bank has made a letter of credit facility available to the Borrower under the terms and conditions of the Credit Agreement (the "Letter of Credit Facility"). All obligations, liabilities and indebtedness under and in connection with the Revolving Loan are evidenced by and repaid, with interest, in accordance with the terms and conditions of that certain Amended and Restated Revolving

Credit Note dated as of July 31, 1998 (as amended, restated, supplemented or otherwise modified, the "Revolving Credit Note"). All obligations, liabilities and indebtedness under and in connection with the Term Loan are evidenced by that certain Term Note dated as of July 31, 1998 (as amended, restated, supplemented or otherwise modified, the "Term Note").

C. The obligations liabilities and indebtedness under and in connection with the Credit Agreement (collectively, the "Obligations") are secured by, among other things, (i) that certain Partnership Security Agreement and Assignment of Contracts dated as of September 22, 1993 (as amended, restated, supplemented or otherwise modified, the "Security Agreement"), pursuant to which Security Agreement the Borrower granted to the Agent for the ratable benefit of the Lenders, a first priority security interest in and lien on all of the "Accounts", "Chattel Paper", "Contracts", "Copyrights", "Documents", "Deposit Accounts", "Equipment", "General Intangibles", "Instruments", "Inventory", "Licenses", "Patents", "Trademarks", "Vehicles" and "Proceeds" (all as defined in the Security Agreement and (ii) that certain Trademark Security Agreement dated as of September 22, 1993 from the Borrower (as amended, restated, supplemented or otherwise modified, the "Original Trademark Security Agreement"), which Original Trademark Security Agreement grants and assigns to the Agent for the ratable benefit of the Lenders a first priority lien on and assignment of the Trademarks and General Intangibles relating to the Trademarks, including certain specified Trademarks. Since execution and delivery of the Original Trademark Security Agreement, the Borrower has acquired additional Trademarks. Pursuant to the terms of the Credit Agreement and the Security Agreement, the Borrower has granted to the Agent for the benefit of the Lender and the Issuing Bank a first priority assignment of and lien on any and all such after acquired Trademarks.

D. By letter dated May 4, 1999 (the "Notice of Default"), the Agent advised the Borrower of certain material defaults under the Credit Agreement and the Loan Documents (the "Existing Defaults"). As a result of the Existing Defaults, the Borrower, the Agent, the Lender, the Issuing Bank and TCOM-GP, L.L.C. have entered into the Forbearance Agreement. In order to induce the Agent, the Lender and the Issuing Bank to enter into the Forbearance Agreement, the Borrower has agreed to execute and deliver this Agreement to supplement the Original Trademark Security Agreement to perfect, confirm and reaffirm the Agent's assignment of and lien on all existing Trademarks and General Intangibles relating to the Trademarks.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower 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 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 Borrower to the Agent, the Lender or the Issuing Bank of every kind and nature arising under or in connection with the Credit Agreement 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’, accountants’ and appraisers’ fees and expenses, payable or reimbursable by the Borrower 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 Borrower arising or rearing on account of, or as a result of, any payment made by the Borrower or any other Person with respect to the Obligations which is rescinded or recovered from or restored or returned by the Agent, the 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 Borrower, 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 Borrower, 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 Borrower under all present and future license agreements relating to any of the foregoing, whether the Borrower 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 I to this Agreement, which are in addition to and not in replacement of those specified Trademarks set forth in Schedule I to the Original Trademark Security 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 Lender and the Issuing Bank to enter into the Forbearance Agreement and to continue to make available the Revolving Credit Loans and the Letters of Credit, all in accordance with the

terms of the Credit Agreement, the Borrower 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 Lender and the Issuing Bank, a security interest in, all of the Borrower'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, including, those Trademarks more particularly set forth in Schedule I attached hereto and made a part hereof;
- (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. Representations and Warranties. The Borrower 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 Lender and the Issuing Bank pursuant to this Agreement and the Security Agreement and the other Liens permitted to exist on the Collateral pursuant to the Credit Agreement, the Borrower owns each item of the Collateral free and clear of any and all Liens or claims of others. To the best of the Borrower'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 the Original Trademark Security Agreement or the Security Agreement 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 Lender 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 Borrower.

(c) Trademarks. Schedule I hereto and Schedule I to the Original Trademark Security Agreement together include all United States Trademarks owned by the Borrower as of the date hereof. To the best of the Borrower's knowledge, each such Trademark is, to the extent applicable, valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in Schedule I hereto or Schedule I to the Original Trademark Security Agreement, none of such Trademarks is the subject of any licensing or franchise agreement. To the best of the Borrower'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 Borrower'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 Borrower's chief executive office is located at 7115 Thomas Edison Drive, Columbia, Maryland.

4. Covenants. The Borrower covenants and agrees with the Agent, the Lender 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 Borrower shall reasonably determine is of negligible economic value to it, the Borrower (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 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 Borrower will not, without the Agent's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Borrower's obligations under the Credit Agreement, the Security Agreement, this Agreement or any of the other Loan Documents, and the Borrower 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 Borrower shall (i) obtain rights to any United States Trademarks not listed on Schedule I hereto or Schedule I to the Original Trademark Security Agreement 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 I hereto or Schedule I to the Original Trademark Security Agreement or to the benefit of any license renewal, the security interest of the Agent granted hereunder shall automatically attach thereto and the Borrower 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 Borrower'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 and the Security Agreement. The Borrower 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 the Agent, the Lender and the Issuing Bank their rights under this Agreement or in any of the Collateral, and the Borrower 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 Borrower will notify the Agent, 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 Borrower's ownership of any such Trademark or its right to register the same or to keep and maintain the same.

(d) The Borrower 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 Borrower 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 Borrower, and none of the Agent, the Lender or the Issuing Bank shall have any obligation or liability to pay any taxes or fees. Nor shall any of the Agent, the Lender 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 Borrower 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 Borrower will provide to the Agent, Lender and the Issuing Bank a certificate of an Authorized Officer of the Borrower 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 Borrower shall promptly notify the Agent, the Lender and the Issuing Bank after it learns thereof and shall, unless the Borrower shall reasonably determine that such Trademark is of negligible economic value to the Borrower, which determination the Borrower shall promptly report to the Agent, the Lender 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 Borrower shall reasonably deem appropriate under the circumstances to protect such Trademark.

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

(a) Powers. The Borrower 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 Borrower and in the name of the Borrower 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 under the Forbearance Agreement, 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 Borrower hereby gives the Agent the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, 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 part thereof and to enforce any other right in respect of any Collateral; (C) to defend any suit, action or proceeding brought against the Borrower 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 otherwise deal with any of the Collateral as fully and completely as though the Agent's option and the Borrower'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 Borrower might do. The Borrower 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 Borrower also authorizes the Agent, 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 Lender and the Issuing Bank hereunder are solely to protect the interests of the Agent, the Lender 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 Lender 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 Borrower for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.



6. Performance by Agent of Borrower's Obligations. If the Borrower fails to perform or comply with any of its agreements contained herein and the Agent, 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, 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 Borrower 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 Borrower or otherwise) may, in the sole discretion of the Agent, be held by the Agent, for the ratable benefit of the Agent, the Lender 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 Borrower 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 Borrower shall be held by the Borrower in trust for the Agent, for the ratable benefit of the Agent, the Lender and the Issuing Bank, shall be segregated from other funds of the Borrower and shall forthwith upon receipt by the Borrower, be turned over to the Agent, in the same form as received by the Borrower (duly endorsed by the Borrower to the Agent if required), and any and all such collections and other Proceeds of Collateral so received by the Agent (whether from the Borrower 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 Borrower 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 Borrower may give authority therefor, enter upon any premises on which any of the Collateral may be situated and remove the same therefrom, the Borrower 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 Borrower, at the Borrower's expense, to assemble and deliver any or all of the Collateral to such place or places as the Agent may reasonably request.

(c) The Agent may, at the Borrower's expense, continue or complete, or cause to be continued or completed, performance of obligations of the Borrower under any Accounts, chattel paper, Contracts, instruments or General Intangibles, and, for such purpose, use, operate, manage, control and exercise all rights of the Borrower 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, the 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, the 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 Borrower 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, the Lender, the Issuing Bank, or at any or all of the Borrower 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, the 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 Borrower, 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, the Lender or the Issuing Bank hereunder, including, without limitation, reasonable attorneys', accountants' and appraisers' 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(I)(c) of the Code, need the Agent account for the surplus, if any, to the Borrower. In no event shall the Borrower 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 Borrower waives all claims, damages and demands it may acquire against the Agent, the 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 Borrower 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', accountants', and appraisers' fees and disbursements, paid or incurred by the Agent, the Lender or the Issuing Bank in collecting any such deficiency.

9. Expenses. The Borrower agrees to pay to the Agent, Lender and the Issuing Bank upon demand from time to time the amount of all expenses, including reasonable attorneys', accountants' and appraisers' fees and disbursements, paid or incurred by the Agent, the 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 Lender 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 Borrower 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 Borrower, by its execution of this Agreement, and the Agent, 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 Borrower, the Agent, the Issuing Bank, the 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 Borrower, by its execution of this Agreement, and the Agent, the Issuing Bank and the 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 Borrower hereby waives, to the extent the same may be waived under applicable law: (a) notice of acceptance of this Agreement by the Agent, the Lender and the Issuing Bank; (b) all claims, causes of action and rights of the Borrower against the Agent, the Issuing Bank or the 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 Borrower against the Agent, the Issuing Bank or the Lender for punitive, exemplary or other noncompensatory 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 Borrower, the Agent, the Lender and the Issuing Bank and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Agent, 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 Lender 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, the 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, the 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 Borrower 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 BORROWER, THE AGENT, 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 Borrower, the Agent, the 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.

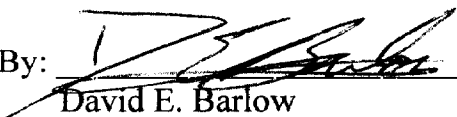
20. Authority of Agent. The Borrower acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken or not taken by the Agent or the exercise or nonexercise by the Agent of any option, right, request, judgment or other right or remedy provided for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

21. Incorporation of Security Agreement Provisions. The Borrower 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing in this Agreement shall defer or impair any attachment or perfection of any security interest in any Collateral covered by the Security Agreement which would attach or be perfected pursuant to the terms thereof without action by the Borrower or any other Person.

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

TCOM, L.P.

By: CSG, Inc.,  
General Partner

By:  (SEAL)  
David E. Barlow  
President

STATE OF MARYLAND, CITY/COUNTY OF Howard, SS:

I HEREBY CERTIFY that on this 12th day of July, 1999, before me, the undersigned, a Notary Public of said State, personally appeared David E. Barlow, who acknowledged himself to be the President of CSG, Inc. General Partner of TCOM, L.P., and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Keenan A. Muzley  
Notary Public

My Commission expires:

Dec. 1, 2002

RETURN TO: Shaun F. Carrick, Esquire  
Miles & Stockbridge P.C.  
10 Light Street  
Baltimore, Maryland 21202

SCHEDULE I TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARKS  
FILED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE

	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	E-LASS	R1911948	August 15, 1995
2.	LASS	R1972143	May 07, 1996
3.	MATSS	R1977116	May 28, 1996
4.	TCOM, L.P.	R2018678	November 26, 1996
5.	32M	R1934413	November 07, 1995
6.	71M	R1946257	January 09, 1996