

08-16-1999

COVER SHEET
ONLY

Tab settings



To the Honorable Commissione

101119261

... return the attached original documents or copy thereof.

1. Name of conveying party(ies):

COUNTRYWIDE BUSINESS ALLIANCE, INC.

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

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

3. Nature of conveyance:

8-12-99

- Assignment
- Security Agreement
- Other SEE ATTACHED SCHEDULE A
- Merger
- Change of Name

Execution Date: MAY 7, 1999

2. Name and address of receiving party(ies)

Name: BROWN BROTHERS HARRIMAN & CO.

Internal Address:

Street Address: 59 WALL STREET

City: NEW YORK State: NY ZIP: 10005

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

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)

75/449,219

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Melissa Lopes

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford State: CT ZIP: 06901

6. Total number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Melissa Lopes

Name of Person Signing

Melissa Lopes

Signature

8/11/99

Date

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

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

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

TRADEMARK
REEL: 001943 FRAME: 0524

SCHEDULE A

Document previously recorded on **Reel 001902 Frame 0206** contained an error in property number **75/449,219**. Document re-recorded to correct error on stated reel.

STM/142492.1
8/11/99

TRADEMARK
REEL: 001943 FRAME: 0525

5-21-99

REC

05-26-1999

HEET

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To the Honorable Commissioner of Pat

101046860

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COUNTRYWIDE BUSINESS ALLIANCE, INC.

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(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)

75/449,2119

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Melissa Lopes

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Blvd.

05/25/1999 NTHRI1 00000110 75449211

City: Stamford State: CT ZIP: 06901

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Signature: Melissa Lopes
Name of Person Signing

Signature: *Melissa Lopes*

Date: 5/13/99

Date

Total number of pages including cover sheet, attachments, and document: 5

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 7, 1999, by COUNTRYWIDE BUSINESS ALLIANCE, INC., a Delaware corporation ("Grantor"), in favor of BROWN BROTHERS HARRIMAN & CO. ("Lender").

WITNESSETH:

WHEREAS, Lender has made and may from time to time extend loans and other financial accommodations and obligations to Grantor's parent, Capital Access Network, Inc., a Delaware corporation ("Parent"), and Grantor has unconditionally guaranteed repayment of such loans and other financial accommodations and obligations of Parent to Lender (all loans, financial obligations, guarantees and other obligations of Parent or Grantor to Lender from time to time have outstanding are herein the "Obligations");

WHEREAS, to secure the Obligations, Grantor has executed in favor of Lender that certain General Security Agreement dated April 7, 1998 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has pledged to Lender a lien on and security interest in all of Grantor's personal property; and

WHEREAS, in furtherance of the intent of the parties under the Security Agreement, Grantor has agreed to execute and deliver to Lender this Trademark Security Agreement;

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

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grant to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including without limitation, the Trademarks listed on Schedule I annexed hereto, and the goodwill of Grantor's business symbolized by the Trademarks;

(b) all products and proceeds of the Trademarks, including, without limitation, any claim by Grantor against third parties for past, present or

future infringement of any Trademark, including, without limitation, any of the Trademarks referred to in Schedule I annexed hereto; and

(c) all tangible assets of Grantor necessary to enable Lender to enjoy all right and ability to use the Trademarks.

As used herein, the following terms are defined as follows:

"Trademark License" shall mean the rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (i) all common law and statutory trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all renewals thereof, (iii) the right (but not the obligation) to sue for infringement or to bring opposition proceedings in the name of Grantor or Lender and (iv) all licenses, royalty payments thereunder, and together with the goodwill associated with and symbolized by such trademarks.

2. OTHER MATTERS. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Obligations which may be payable to Lender from time to time. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and other documents entered into between Grantor and Lender, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

COUNTRYWIDE BUSINESS ALLIANCE, INC.

By: [Signature]
Name: Les Falke
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

per pro

BROWN BROTHERS HARRIMAN & CO.

By: [Signature]
Name:
Title:

STATE OF CONNECTICUT)
) ss. *Stanford*
COUNTY OF FAIRFIELD)

On this 7th day of May, 1999 before me personally appeared Les Falke, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COUNTRYWIDE BUSINESS ALLIANCE, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal} [Signature]
Notary Public
Kevin T. Katke
Commissioner of the Superior Court

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Application for the mark "Countrywide Business Alliance"
Application No. 75/449,2119