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08-18-1999

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To the Honorable Commissioner of Patents :



original documents or copy thereof.

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1. Name of conveying party(ies):

8-13-99

Global Interactive Communications Corporation

- 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:

- Assignment
- Security Agreement
- Other Amendment to Security Agreement
- Merger
- Change of Name

Execution Date: July 28, 1999

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 201 Highbridge Road

City: Stamford State: CT ZIP: 06927

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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)

2,034,074

Additional numbers attached? Yes No

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

Name: David S. Berlin

Internal Address: Paul, Weiss, Rifkind, Wharton & Garrison

Street Address: 1285 Avenue of the Americas

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0706

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

08/17/1999 INDATES 00000000 500706 2034074
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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.

DAVID S. BERLIN

Name of Person Signing

David S. Berlin

Signature

August 12, 1999

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1, dated as of July 28, 1999 (this "Amendment"), to the Trademark Security Agreement, dated as of November 30, 1998 (the "Trademark Security Agreement"), made by GLOBAL INTERACTIVE COMMUNICATIONS CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GE Capital"), in its capacity as collateral agent for Senior Lenders (as hereinafter defined) (together with its successors in such capacity, the "Collateral Agent").

WHEREAS, it is a condition precedent to the making of a certain loan by the Noteholders (as hereinafter defined) under the Credit Agreement (as hereinafter defined) that the Grantor shall have executed and delivered this Amendment to the Collateral Agent for the ratable benefit of the Senior Lenders;

WHEREAS, pursuant to that certain Amendment No. 1 to Security Agreement, dated as of the date hereof (the "Security Agreement Amendment"), to the Security Agreement, dated as of November 30, 1998 (the "Security Agreement"), by and between Grantor and the Collateral Agent, the Grantor has agreed to grant certain security interests in favor of the Collateral Agent, for the ratable benefit of the Noteholders, to secure the Senior Indebtedness (as hereinafter defined) upon the terms and subject to the conditions set forth in the Security Agreement; and

WHEREAS, pursuant to the Security Agreement Amendment, Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Senior Lenders, this Amendment;

NOW, THEREFORE, in consideration of the premises and to induce each Noteholder to enter into the Credit Agreement and the other Transaction Documents (as defined in the Credit Agreement) and to induce the Noteholders to make the Term Loan (as defined in the Credit Agreement) as provided for in the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Senior Lenders, to amend the Trademark Security Agreement, effective from and after the date of the Amendment, as follows:

1. The Recital Paragraphs of the Trademark Security Agreement shall be amended by deleting the Recital Paragraphs set forth therein in their entirety and inserting in lieu thereof the following:

“WHEREAS, pursuant to that certain Credit Agreement dated as of November 30, 1998 by and among Grantor, the Persons

named therein as Credit Parties, and GE Capital (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “GE Capital Credit Agreement”), GE Capital made a loan to Grantor;

WHEREAS, pursuant to that certain Credit Agreement dated as of November 30, 1998 by and among Grantor, the Persons named therein as Credit Parties, and Interactive Cable Systems, Inc., a California corporation (“ICS”) (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “ICS Credit Agreement”), ICS made loans to Grantor;

WHEREAS, pursuant to that certain Credit Agreement dated as of November 30, 1998 by and among Grantor, Global Interactive Communications Group, Inc. (f/k/a Global Interactive Technologies Corporation), a Delaware corporation (“GITC”), the Persons named therein as Credit Parties, and ResNet Communications, Inc., a Delaware corporation (“ResNet”; ResNet, GE Capital and ICS are collectively referred to herein as the “Original Senior Lenders”) (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “ResNet Credit Agreement”; the GE Capital Credit Agreement, the ICS Credit Agreement and the ResNet Credit Agreement are collectively referred to herein as the “Original Senior Credit Agreements”), ResNet made loans to Grantor and GITC;

WHEREAS, pursuant to the Security Agreement, Grantor granted certain security interests in favor of the Collateral Agent for the ratable benefit of the Original Senior Lenders;

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”; the Original Senior Credit Agreements and the Credit Agreement are collectively referred to herein as the “Senior Credit Agreements”), by and among Grantor, the Persons named therein as Credit Parties, ResNet, GE Capital, Nomura Holding America Inc., a Delaware corporation (“Nomura”), CMD Ventures LLC, a Delaware limited liability company (“CMD” and, together with Nomura, ResNet and GE Capital, as lenders under the Credit Agreement, the “Noteholders”; the Original Senior Lenders and the Noteholders are collectively referred to herein as the “Senior Lenders”), the Noteholders have agreed to make a loan to Grantor (all present and future indebtedness, obligations and liabilities, whether direct, contingent or otherwise, pursuant to the Senior Credit Agreements, that certain letter agreement, dated the date hereof (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Letter”

Agreement”), among the Grantor, the Noteholders, the Subordinated Lender (as defined in the Letter Agreement) and certain other parties party thereto, and all other present and future indebtedness, obligations and liabilities, whether direct, contingent or otherwise, which is permitted under the Senior Credit Agreements to have liens and security interests pari passu with the liens and security interests granted to the Senior Lenders under the Senior Credit Agreements, shall be referred to herein collectively as the “Senior Indebtedness”);

WHEREAS, the Grantor, the Senior Lenders and the Collateral Agent are parties to an Amended and Restated Senior Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Intercreditor Agreement”);

WHEREAS, the Original Senior Lenders made the Term Loans (as defined in each Original Senior Credit Agreement) as provided for in the Original Senior Credit Agreements, but only upon the condition, among others, that Grantor executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Original Senior Lenders, that certain Security Agreement dated as of November 30, 1998 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, the Noteholders are willing to enter into the Credit Agreement and the other Transaction Documents and to make the Term Loan (as defined in the Credit Agreement) as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Noteholders, that certain Amendment No. 1 to Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement Amendment”) amending the Security Agreement;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Senior Lenders, 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:”

This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. This Amendment shall inure to the benefit of, and be binding upon, the successors and assigns of each party hereto. The terms hereof may be waived, altered or amended only by an instrument in writing duly executed by all parties hereto.

Grantor hereby acknowledges and agrees that this Amendment constitutes a "Loan Document."

Except as otherwise expressly provided herein, the Trademark Security Agreement and the Senior Credit Agreements, or any other Transaction Documents to which the Grantor is a party or any other Loan Documents to which the Grantor is a party are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects.

All capitalized terms herein shall have the meanings set forth in the Trademark Security Agreement as amended hereby.

Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Trademark Security Agreement, and each reference in the Senior Credit Agreements or any other Loan Document to "the Trademark Security Agreement," "thereunder," "thereof" or words of like import referring to the Trademark Security Agreement, shall mean and be a reference to the Trademark Security Agreement as amended hereby.

Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "the Security Agreement," shall mean and be a reference to the Security Agreement as amended by the Security Agreement Amendment.

This Amendment shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made and performed in that state.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

GLOBAL INTERACTIVE
COMMUNICATIONS CORPORATION

By: *Kevin Schottlaender*
Name: Kevin Schottlaender
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

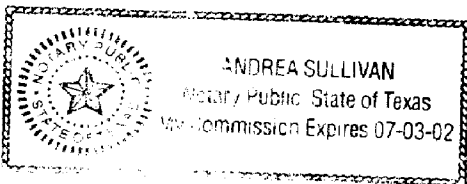
ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 27th day of July, 1999, before me personally appeared Kevin Schottlaender proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Global Interactive Communications Corp. 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 as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Andrea Sullivan

Notary Public



IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

GLOBAL INTERACTIVE COMMUNICATIONS CORPORATION

By: _____ Name: Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: [Signature] Name: Ronald R. Pressman Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK) : ss.: COUNTY OF NEW YORK)

On this ___ day of July, 1999, before me personally appeared _____ proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, 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 as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

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