

10-18-1999



COVER SHEET  
ONLY

U.S. DEPARTMENT OF  
Patent and Trademark

Tab settings

101176745

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20231  
and the attached original documents or copy thereof.

1. Name of conveying party(ies): MND 10-18-99  
101communications LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State

☒ Other Limited Liability Company - DE

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

3. Nature of conveyance:

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

September 10, 1999

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation

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

Street Address: 311 South Wacker Dr., Suite 2725

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_

- ☐ General Partnership  
☐ Limited Partnership

☒ Corporation State Delaware

☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)  
See the attached

B. Trademark Registration  
See the attached

Additional numbers attached? No

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

Name: Federal Research Corp.

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

Street Address: 400 Seventh St NW

Suite 101

City: Washington Stat DC ZIP 20004

6. Total number of applications and registrations 12

7. Total fee (37 CFR 3.41)..... \$ 315.00

☒ Enclosed

☐ Authorized to be charged to deposit

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.

Rebecca L. Foley  
Name of Person

Rebecca L. Foley  
Signature

10/05/99

Date

Total number of pages including cover sheet, attachments, and

6

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

10/19/1999 10:05:48  
01 FC:481  
02 FC:482

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
DIGITAL SYSTEMS JOURNAL	1,849,702	8/9/94
ENTERPRISE SYSTEMS J.O.U.R.N.A.L.	2,085,130	8/5/97
L A N COMPUTING (and design)	1,664,990	11/19/91
MIDRANGE SYSTEMS (and design)	1,646,797	6/4/91
OPEN SYSTEMS PARTNERS PROGRAM (and design)	1,867,825	12/13/94
UNISPHERE (and design)	1,645,197	5/21/91

FOREIGN TRADEMARK REGISTRATIONS

MIDRANGE SYSTEMS (logo); France, Registration Number 1,697,544  
MIDRANGE SYSTEMS (logo); Germany, Registration Number 2,025,442

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>DATE</u>
ENT	75/670343	3/29/99
BCI'S READER SERVICE LINK	75/621,912	1/18/99
DISTRIBUTED COMPUTING	75/643,566	2/11/99
MIDDLEWARE MAGAZINE	75/522,606	7/21/98
MIDRANGE CHANNELS: THE VOICE OF AUTHORITY FOR MIDRANGE RESELLERS (and design)	75/277,118	4/18/97
PLATFORM DECISIONS	75/420,248	1/20/98

## **TRADEMARK SECURITY AGREEMENT**

**WHEREAS**, 101COMMUNICATIONS LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor, as Borrower, has entered into a Credit Agreement dated as of August 27, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date therewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

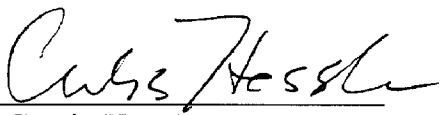
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks

and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark 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.

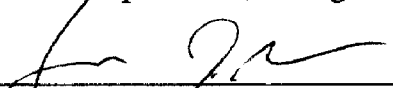
**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 10th day of September, 1999.

**101COMMUNICATIONS LLC**, a  
Delaware limited liability company

By:   
Curtis Hessler  
Chief Executive Officer

Acknowledged:

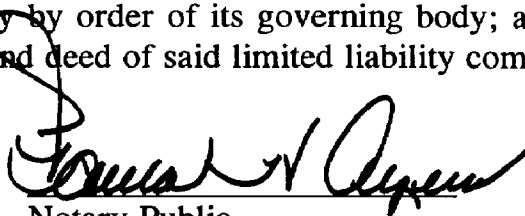
**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By:   
Name: Steven J. Robinson  
Title: Director

# ACKNOWLEDGMENT

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES        )

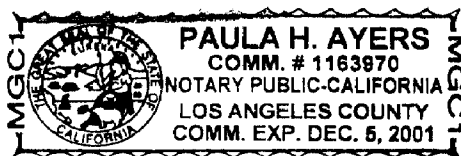
On the 10th day of September, 1999, before me personally appeared Curtis Hessler, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is Chief Executive Officer of 101communications LLC, a Delaware limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its governing body; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

{Seal}

My commission expires:

12-05-01



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