

11-15-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

mno 11/8/99

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 Change of Name
 - Other
- Effective Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

FOR OFFICE USE ONLY

11/12/1999 DMGUYEN 00000164 2202671

01 FC:481	40.00 OP
02 FC:482	25.00 OP

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

TRADEMARK
REEL: 001988 FRAME: 0176

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" value="2,202,671"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,214,002"/>	<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.

Name of Person Signing Signature Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement") made as of this 31st day of August, 1999 by ISI, INC., having its principal place of business at 1051 Perimeter Drive, Suite 200, Schaumburg, Illinois 60173 and Digitrack Systems, Inc., having its principal place of business at 1051 Perimeter Drive, Suite 200, Schaumburg, Illinois 60173 (collectively referred to herein as "Debtors"), in favor of American National Bank and Trust Company of Chicago, with its principal place of business located at 1836 North Broadway, Melrose Park, Illinois 60160 ("Bank").

RECITALS:

A. Pursuant to Borrower's request, Bank heretofore, now and from time to time hereafter, has and/or may loan or advance monies, extend credit, and/or extend other financial accommodations to or for the benefit of Borrower (any and all documents evidencing any of the foregoing are referred to herein as the "Loan Documents").

B. To secure repayment of the same and all of the "Obligations" (as hereinafter defined), Borrower wishes to provide Bank with a security interest in and/or collateral assignment of Borrower's assets, including, without limitation, its trademark, copyrights, patents, software and other intellectual property (the "Intellectual Property")

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, Debtors agree as follows:

1. Incorporation of Loan Agreement: The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Obligations. "Obligations" shall mean all obligations and liabilities of Borrower to Bank (including without limitation all debts, claims, indebtedness and attorneys' fees and expenses) whether primary, secondary, direct, contingent, fixed or otherwise, including heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under this Security Agreement, the Loan Documents or by operation of law or otherwise.

3. Grant of Security Interest. To secure the complete and timely satisfaction of all of the Borrower's Obligations:

A. Debtors hereby mortgage, hypothecate and transfer to Bank the entire right, title and interest of Debtors in and to all of the Intellectual Property of Debtors, including those listed on Exhibit A attached hereto and made a part hereof and all other Intellectual Property of Debtors whether now owned or existing and filed or hereafter acquired or arising and

filed, including all goodwill associated with any of the above; and

(i) all renewals thereof,

(ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof,

(iii) the right to sue for past, present and future infringements thereof;

(iv) all rights corresponding thereto throughout the world; and

(v) all proceeds thereof.

The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Loan Documents.

4. Restrictions on Future Agreements. Debtors agree that until the Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Debtors will not, without Bank's prior written consent, which shall not be unreasonably withheld, enter into any agreement which is inconsistent with Debtors' obligations under this Security Agreement, and Debtors further agree 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 affect the validity or enforcement of the rights transferred to Bank under this Security Agreement.

5. New Intellectual Property. Debtors represent and warrant that the Intellectual Property listed on Exhibit A constitute all of the registered trademarks, registered copyrights, registered patents and software products now owned or held by Debtors. If, before the Obligations shall have been satisfied in full, Debtors shall (i) obtain rights to any Intellectual Property not listed on Exhibit A, or (ii) become entitled to the benefit of any Intellectual Property not listed on Exhibit A, the provisions of paragraph 3 above shall automatically apply thereto and Debtors shall give to Bank written notice thereof on each anniversary of the date hereof. Debtors hereby authorizes Bank to modify this Security Agreement by amending Exhibit A to include any such future acquired Intellectual Property. Debtors agree to execute all documents reasonably necessary to record or preserve Bank's interest in all such Intellectual Property added to Exhibit A, pursuant to this paragraph 5.

6. Royalties. Debtors hereby agree that the use by Bank of each item of Intellectual Property as authorized hereunder in connection with Bank's exercise of its rights and remedies under paragraph 8 or pursuant to the Loan Documents shall be as co-extensive with the rights of Debtors under such item of Intellectual Property and without any liability for royalties or other related charges from Bank to Debtors.

7. Term. The term of this Security Agreement shall extend until the Obligations

have been paid in full and the Loan Documents have been terminated.

8. Bank's Rights. Bank shall have, in addition to all other rights and remedies given it by this Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Debtors' records concerning the Intellectual Property may be located.

9. Duties of Debtors. Debtors shall have the duty to prosecute diligently any infringements of any of the Intellectual Property. Any expenses incurred in connection with such applications shall be borne by Debtors.

10. Bank's Right to Sue. At any time during the continuance of an event of default under the terms of the Loan Documents, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and, if Bank shall commence any such suit, Debtors shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement and Debtors shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this paragraph 10.

11. Waivers. No course of dealing between Debtors and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner effect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Effect on Loan Agreement. All of Bank's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Debtors acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies.


15. Binding Effect; Benefits. This Security Agreement shall be binding upon Debtors and its respective successors and assigns, and shall inure to the benefit of Bank, its nominees and

assigns.

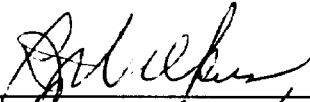
16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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

ISI, INC.

By: 
Its: President

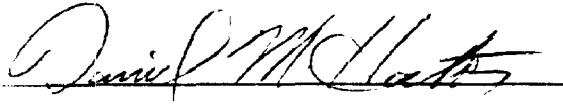
DIGITRACK SYSTEMS, INC.

By: 
Its: President

STATE OF ILLINOIS)
) ss
COUNTY OF Peoria)

I, DANIEL M. HOCTOR, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD J. WILKUS, PRESIDENT of ISI, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13 day of OCTOBER, 1999.



Notary Public



My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, DANIEL M. HOCTOR, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD J. WILKUS, PRESIDENT of Digitrack Systems, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13 day of OCTOBER, 1999.

Daniel M. Hoctor

Notary Public



My Commission Expires:

Exhibit A

Copyrights

None.

Copyright Applications

None.

Patents

None.

Patent Applications

None.

Trademarks

Reg. No. 2,202,671 - Infortel
Reg. No. 2,214,002 - Telemangement You Can Trust
Reg. No. 2,230,579 - Digitrack
Reg. No. 1,844,134 - TSB

Trademark Applications

None.

Software

Infortel NT
Infortel TSB
Infortel for Windows
OS Plus
Instant Access (PC Dos)
Instant Access WEB (Internet)
TUMS 5.0 (Mainframe)
TUMS 6.0 (Service Bureau)
TUMS 6.1 (Premix)
PCTUMS (PC Dos)
IDU 2.17 (PC Dos)
DM 1.21 (Windows)

DMX 1.08 (Windows)
ProfitPlus 1.3 (Windows)
ProfitPlus (Informix)
Teleview 5.101 (PC Dos)
T-Mail 3.0 (Windows)
Focal Point (Windows)
Fraudwatch (Unix)

*The Bank's security interest in the above referenced software shall be deemed to include all source code and object code related thereto, all related printed documentation, including, without limitation, user guides and manuals and functional specifications and all modifications, improvements, enhancements, extensions, additions and new versions that alter the functionality of the software or add new functions thereto.