

02-11-2000



101266072

MRD
1-21-00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12271999

Name

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

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.)

Citizenship/State of Incorporation/Organization

02/14/2000 DNGUYEN 00000091 74168192

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
800.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002019 FRAME: 0871

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" value="74168192"/>	<input type="text" value="74108408"/>	<input type="text" value="74000873"/>	<input type="text" value="2213649"/>	<input type="text" value="2086925"/>	<input type="text" value="1866290"/>
<input type="text" value="73730750"/>	<input type="text" value="75490343"/>	<input type="text" value="75398297"/>	<input type="text" value="1880415"/>	<input type="text" value="1617446"/>	<input type="text" value="1636732"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1608943"/>	<input type="text" value="1608942"/>	<input type="text" value="1607348"/>

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

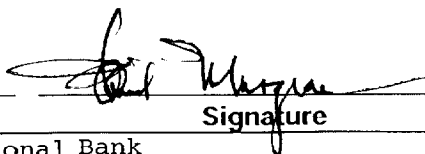
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

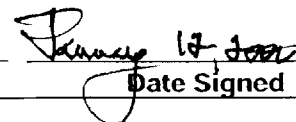
Authorization to charge additional fees: Yes No

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.

David S. Musgrave, Esquire


Signature


Date Signed

Name of Person Signing

Attorney for First Union National Bank

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1606291	1593907	1546905
1532803	1555544	1555543
1546903	1223193	1156237
1119536	1078264	0850205
1894540	1790953	1801467
2146900	0166963	0369542
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK AND LICENSE SECURITY AGREEMENT

This **TRADEMARK AND LICENSE SECURITY AGREEMENT** ("Agreement") dated as of December 27, 1999 is made by and between **GTCO CORPORATION**, a Maryland corporation having its chief executive office at 7125 Riverwood Drive, Columbia, Maryland 21046 (the "Borrower") and **FIRST UNION NATIONAL BANK**, having an office at 1970 Chain Bridge Road, McLean, Virginia 22102 (the "Lender").

WITNESSETH

WHEREAS, the Lender and the Borrower have entered into a Business Loan and Security Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to the Borrower; and

WHEREAS, the Lender has required as a condition, among others, to the making of the Loans to the Borrower, in order to secure the prompt and complete payment, observance and performance of the Obligations, that Borrower execute and deliver this Agreement to the Lender.

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, the Borrower agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants, assigns and conveys to the Lender a security interest in, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising:

i. trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on the attached Schedule A, and (a) all renewals thereof, (b) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

ii. the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

iii. license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether the Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on the attached Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the Lender's rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. **Restrictions on Future Agreements.** The Borrower will not, without the Lender's prior written consent, which consent shall not be unreasonably withheld, enter into any agreement, including, without limitation, any license agreement, or other agreement which is inconsistent with this Agreement, and the Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of the Borrower's business.

4. **New Trademarks.** The Borrower represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications now owned or held by the Borrower.

Notwithstanding the generality of the foregoing, the Borrower further represents and warrants (i) that the Trademarks listed on Schedule A are owned by the Borrower free and clear of any liens or encumbrances and all registrations therefor are valid, subsisting and enforceable and all applications therefor are in good standing and (ii) that the Licenses listed on Schedule B are owned by the Borrower free and clear of any liens and encumbrances and are in full force and effect. Except as stated on Schedule A, the Borrower further represents and warrants that there are no pending lawsuits or other proceedings with respect to the Trademarks and that there are no pending claims or threatened claims for infringement with respect to the Licenses. If, before the termination of this Agreement, the Borrower shall (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered trademarks, trademark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and the Borrower shall give to the Lender prompt written notice thereof. Regardless of whether or not such notice from the Borrower has been given or received, the Borrower authorizes the Lender to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names, that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trade marks, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4 and to take any action the Lender otherwise deems appropriate to perfect or maintain the rights and interests of the Lender under this Agreement with respect to such Trademarks and Licenses. The Lender agrees to provide the Borrower notice after taking such action but the failure to do so shall not impair any rights of the Lender. The Borrower irrevocably appoints the Lender as the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise to carry out the acts described above. The Borrower ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6.

5. Royalties. The Borrower agrees that the use by the Lender of the Trademarks and Licenses as authorized hereunder shall be co-extensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower or anyone.

6. Nature and Continuation of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full.

7. Right to Inspect; Further Assignments and Security Interests. The Lender shall have the right, at any reasonable time and from time to time, to inspect the Borrower's premises and to examine the Borrower's books, records and operations relating to the Trademarks, including, without limitation, the Borrower's quality control processes; provided that, in conducting such inspections and examinations, the Lender shall use its best efforts not to disturb unnecessarily the conduct of the Borrower's respective ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Credit Agreement, the Borrower agrees that the Lender or a receiver appointed by the Lender, shall have the right to establish such reasonable additional product quality controls as the Lender or such receiver, in its sole judgment, may deem necessary or desirable to assure maintenance of the quality of products sold by the Borrower under the Trademarks. The Borrower agrees (i) not to sell or assign its interests in, or grant any material license under, the Trademarks without the prior written consent of the Lender, which consent shall not be unreasonably withheld, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of products sold by the Borrower generally as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of the Lender, which consent shall not be unreasonably withheld.

8. Duties of the Borrower. The Borrower shall have the duty (i) to prosecute diligently any trademark application or service mark application that is material to the operation of the Borrower's business and is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks as the Borrower deems appropriate, and (iii) to preserve and maintain all of the Borrower's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. The Borrower shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Borrower's business. The Borrower agrees to retain an experienced trademark attorney reasonably acceptable to the Lender for the filing and prosecution of all such applications and other proceedings which are material to the business of the Borrower. The Lender shall have no duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender shall be under no obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Borrower and added to the Obligations secured hereby. Any recovery from such action taken pursuant to Section 9 shall be credited to the Borrower with respect to the Obligations secured hereby but only after reimbursement of all of the Lender's reasonable costs and expenses.

9. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Credit Agreement, the Lender shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and Licenses and, if the Lender shall commence any such suit or take any such action, the Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse and indemnify the Lender for all costs and reasonable expenses incurred by the Lender in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, the Lender is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between the Borrower and the Lender, and no failure to exercise or delay in exercising on the part of the Lender any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver of any of the Lender's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The Lender's Exercise of Rights and Remedies upon Default. Notwithstanding anything set forth herein to the contrary, upon the occurrence and during the continuance of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, the Borrower acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and the Agent shall have the right to exercise its rights under the Credit Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, the Lender may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of the Borrower's business.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in 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 affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of the Lender's rights and remedies with respect to the Trademarks and Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Borrower hereby irrevocably appoints the Lender as the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise to carry out the acts described below. Subject to the terms of the Credit Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by the Lender of written notice to the Borrower of the Lender's intention to enforce its rights and claims against the Borrower, the Borrower authorizes the Lender to, in its sole discretion, (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use, maintenance or transfer of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Lender deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. The Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of the Borrower's business connected with the use of, and symbolized by, such Trademarks. The Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. Binding Effect; Benefits. This Agreement shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its respective nominees, successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower; provided, however, that the Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of the Lender.

16. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal law (as distinguished from the conflicts of law rules) of the State of Maryland.

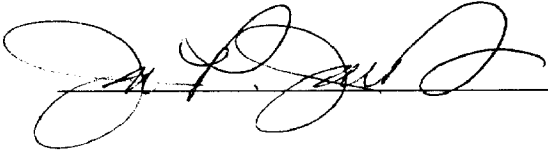
17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

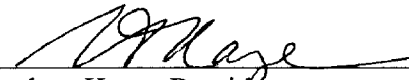
19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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

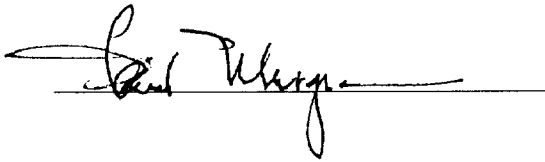
ATTEST



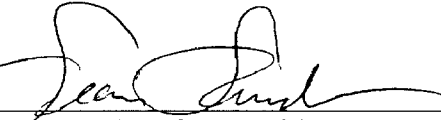
GTCO CORPORATION

By: 
Stephen Kaye, President

WITNESS:



FIRST UNION NATIONAL BANK

By: 
Sean Sands, Vice President

Schedule A to Trademark and License Security Agreement

Application #	Registration #	Title
	1078264	Datatizer
	1119536	Graf/Pen
	1156237	Digi-Pad
	1223193	Micro Digi-Pad
	1532803	Nomad
	1546903	Cadcontroller
	1546905	Binary Stylus
	1555543	L Tablets
	1555544	Digi-Pad PC
	1593907	Sketch Master
	1606291	Super L Series
	1607348	L Series
	1608942	GT Mouse
	1608943	Clearvu
	1617446	Macintizer ADB
	1636732	Macintizer
	1790953	Drawingpad
	1801467	Estimat
	1866290	Accutab
	1880415	Quikruler
	1894540	The Roll-Up
	2086925	Freepoint 3D
	2146900	Drawingboard
	2213649	Smart Menu
	0166963	Ultraslate
	0369542	Drawingflex
	0850205	SAC
75490343		Templateworks
75398297		Tabletworks
74108408		Maxvu
74000873		Scan Station
73730750		Autoplot

**Schedule B to Trademark and License Security Agreement
(List of Licenses)**

None.

Balt1:262795:1:1/12/00
17907-806

RECORDED: 01/21/2000

**TRADEMARK
| REEL: 002019 FRAME: 0882**