

M.R.D.

2-15-00

03-21-2000



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101293678

OPR/FINANCE

FEB 15 PM 12:44

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

COREXPRESS, INC.

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

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

2. Name and address of receiving party(ies):

Name: NORTEL NETWORKS INC.

Internal Address: _____

Street Address: 2221 Lakeside Blvd.

City: Richardson State: Texas ZIP: 75082-4399

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes No
- (Designation must be a separate document from Assignment)
- Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: January 19, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/832,856

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: P. Weston Musselman, Jr.
Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

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.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____

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

03 21/2000 DC00TES 00000157 75032856

01 FC:481

40.00 00

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.

P. Weston Musselman, Jr.
Name of Person Signing

P. Weston Musselman, Jr.
Signature

FEB. 7, 2000
Date

Total number of pages comprising cover sheet

7

TRADEMARK SECURITY AGREEMENT

(CoreExpress, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between COREEXPRESS, INC., a Delaware corporation ("Debtor"), and NORTEL NETWORKS INC., a Delaware corporation ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of January 19, 2000 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor, Secured Party and each of the Lenders party thereto.

R E C I T A L S:

A. Debtor and Secured Party have entered into that certain Pledge and Security Agreement, dated as of January 19, 2000 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor'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 ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark

Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.


The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests 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, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of January 19, 2000.

DEBTOR:

COREEXPRESS, INC.

By: 
Name: Peggy Giaminetti
Title: VP - Administration

SECURED PARTY:

NORTEL NETWORKS INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests 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, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of January 19, 2000.

DEBTOR:

COREEXPRESS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

NORTEL NETWORKS INC.,
as Administrative Agent

By: 
Name: Paul D. Day
Title: VP, Customer Finance

ACKNOWLEDGMENT

STATE OF California)

COUNTY OF San Francisco

This instrument was acknowledged before me this 20th day of January, 2000, by Peggy Biaminetti, as VP Finance of CoreExpress, Inc., a Delaware corporation, on behalf of such corporation.



REGINALD ZEGLER
Commission # 1099779
Notary Public - California
Los Angeles County
My Comm. Expires Jun 9, 2000

[Handwritten Signature]
Notary Public in and for the State of

My commission expires: June 9, 2000

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this ___ day of January, 2000, by _____, as _____ of Nortel Networks Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of January, 2000, by _____, as _____ of CoreExpress, Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

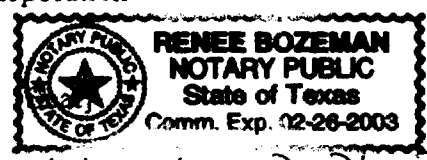
Notary Public in and for the State of

My commission expires: _____

STATE OF Texas)

COUNTY OF Dallas)

This instrument was acknowledged before me this 20 day of January, 2000, by PAUL DAY, as V.P. COST. FIN. of Nortel Networks Inc., a Delaware corporation, on behalf of such corporation.



Notary Public in and for the State of Texas

My commission expires: 2-26-2003

Renee Bozeman

Schedule 1
to
Trademark Security Agreement

1. Federal Trademarks:

U.S. Trademark Application for COREEXPRESS, Serial Number 75/832856, filed October 26, 1999.

2. State Trademarks: None

3. Trademark Licenses : None