

03-24-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

2-22-00



101296859

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

1. Name of conveying party(ies):

APEX GLOBAL INFORMATION SERVICES, INC.

- Individual(s)
- General Partnership
- Corporation - State of Nevada
- 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: February 7, 2000

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,153,814

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)

03/24/2000 DC0ATES 00000051 2153814

FC:481

40.00 DP

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. 17, 2000
Date

Total number of pages comprising cover sheet: 8

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between APEX GLOBAL INFORMATION SERVICES, INC., a Nevada corporation ("Debtor") and NORTEL NETWORKS INC., a Delaware corporation ("Secured Party").

R E C I T A L S:

A. Debtor has purchased and may purchase certain equipment and other goods and services from Secured Party pursuant to that certain Master Purchase Agreement dated December 7, 1998 between Debtor and Secured Party (as the same may have been and may be amended, modified, supplemented, renewed or replaced from time to time, the "Master Purchase Agreement").

B. Debtor previously borrowed \$22,000,000 from Secured Party as evidenced by that certain Promissory Note dated December 4, 1998, in the original principal amount of \$22,000,000 made by Debtor payable to the order of Secured Party (then known as "Northern Telecom Inc.") (as the same may have been and may be amended, modified, supplemented, renewed or replaced from time to time, and including, without limitation, as modified by letter agreement dated October 20, 1999, the "Original Note").

C. Debtor has leased certain equipment and other goods from Secured Party pursuant to that certain Master Lease Agreement dated December 8, 1999, between Debtor and Secured Party and the related equipment schedules (as the same may have been and may be amended, modified, supplemented, renewed or replaced from time to time, and including, without limitation, as supplemented by the related equipment schedules, the "Master Lease Agreement").

D. Debtor is, substantially concurrently herewith, borrowing an additional \$500,000 from Secured Party as evidenced by that certain Promissory Note dated February 7, 2000, in the amount of \$1,500,000 made by Debtor payable to the order of Secured Party (as the same may be amended, modified, supplemented, renewed or replaced from time to time, the "Additional Note").

E. Secured Party is, substantially concurrently herewith, extending the due date for the payment of certain amounts owed by Debtor to Secured Party under the Master Purchase Agreement, the Original Note and the Master Lease Agreement pursuant to that certain letter agreement dated February 7, 2000, between Debtor and Secured Party (as the same may be amended, modified, supplemented, renewed or replaced from time to time, the "Letter Agreement").

F. In connection with the Letter Agreement, Debtor and Secured Party have entered into that certain Security Agreement, dated as of February 7, 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).

G. 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 Security Agreement).

F. The execution and delivery of this Agreement is required as a condition precedent to the execution and agreement by Secured Party of the Letter Agreement and is a condition to the availability of the additional loans from Secured Party to Debtor as evidenced by the Additional Note and is consistent with the terms and provisions of the Master Lease 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.

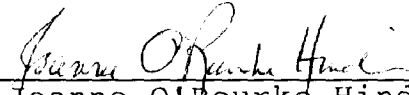
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

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 February 7, 2000.

DEBTOR:

APEX GLOBAL INFORMATION SERVICES, INC.

By: 
Name: Joanne O'Rourke Hindman
Title: CFO

SECURED PARTY:

NORTEL NETWORKS INC.

By: _____
Name: _____
Title: _____

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 February 7, 2000.

DEBTOR:

APEX GLOBAL INFORMATION
SERVICES, INC.


By: _____

Name: _____

Title: _____

SECURED PARTY:

NORTEL NETWORKS INC.

By:  _____

Name: ROBERT BEITER

Title: DIRECTOR

Robert D. Beiter
Director, Customer Finance

ACKNOWLEDGMENT

STATE OF Maryland)
)
COUNTY OF Montgomery)

This instrument was acknowledged before me this 10th day of February, 2000, by Jeanne O'Rourke, as CFO of Apex Global Information Services, Inc., a Nevada corporation, on behalf of such corporation.

{Seal}

Richelle McKendree
Notary Public in and for the State of MD

RICHELLE MCKENDREE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 18, 2001

My commission expires: _____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of February, 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 February, 2000, by _____, as _____ of Apex Global Information Services, Inc., a Nevada corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

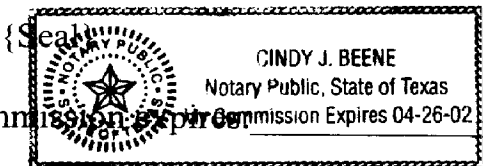
My commission expires: _____

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 9 day of February, 2000, by Robert Beiter, as Director of Nortel Networks Inc., a Delaware corporation, on behalf of such corporation.

Cindy J. Beene

Notary Public in and for the State of Tx



My commission expires: _____

Schedule 1
to
Trademark Security Agreement

1. Federal Service Marks:

"Coolocation"
Reg. No. 2,153,814
Registered 4/28/98
Serial No. 75-287,817
Filed 5/7/97

2. State Trademarks:

None

3. Trademark Licenses :

None