

06-19-2000



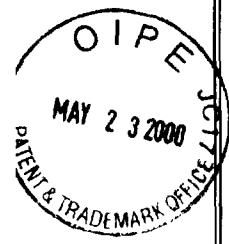
DATION FORM COVER SHEET
ADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

D/\$

101384032

id Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):
 APEX INTERNET SERVICES, INC. *MRO 5-23-00*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Kentucky
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 9, 2000

2. Name and address of receiving party(ies):
 Name: Canadian Imperial Bank of Commerce, as administrative agent
 Internal Address: _____
 Street Address: 425 Lexington Avenue
 City: New York State: NY ZIP: 10017
 Country: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Bank _____

If assignee is not domiciled in the United States, a domestic representative 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 number(s):
 If this document is being filed together with a new application, the execution date of the application is _____

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

B. Trademark No.(s)
 See attached list

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nora A. Whitescarver
 Internal Address: Mayer, Brown & Platt
 Street Address: 1909 K Street, NW
 City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 4

7. Total fee (37 CFR 3.41): \$115.00
 Enclosed (Check No. 18493)
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

06/16/2000 JSH/BAZZ 00000152 75857064
 01 FC:481 40.00 OP
 02 FC:482 75.00 OP

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.

Nora A. Whitescarver *Nora A. Whitescarver* May 23, 2000
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 8

^{1/}Item A. Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.		

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
APEX INTERNET SERVICES, INC.	75857064	11/24/1999
APEX.NET	75857063	11/24/1999
APEX INTERNET	75857062	11/24/1999
APEX	75857061	11/24/1999

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Filing Docket No.</u>	<u>Date</u>	<u>Products/ Services</u>
None.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.						

^{1/} List items related to the United States first for ease of recordation. List items related to other countries next grouped by country and in alphabetical order by country name.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2000, between APEX INTERNET SERVICES, INC., a Kentucky corporation (the "Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties (such capitalized term and other capitalized terms used in this Security Agreement to have the meanings set forth in Section I).

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of May 13, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among DURO Communications Corporation (formerly known as DURO Communications, Inc.), a Delaware corporation (the "Borrower"), the various financial institutions as are, or may from time to time become, parties thereto (each individually a "Lender" and collectively the "Lenders"), and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of June 7, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor is a Subsidiary of the Borrower;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders and the Issuer pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, anywhere in the world, and all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademarks Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);

(e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding office in other countries in the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. On the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APEX INTERNET SERVICES, INC.,

By: Mark Heimboch

Name: Mark Heimboch

Title: CFO

Address: 1211 Semoran Boulevard
Suite 217

Casselberry, FL 32707

Attention: Mark Heimboch

Facsimile: (407) 673-8552

CANADIAN IMPERIAL BANK OF
COMMERCE, as Administrative Agent

By: _____

Name:

Title:

Address: 425 Lexington Avenue
New York, New York 10017

Attention: _____

Facsimile: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APEX INTERNET SERVICES, INC.,

By: _____

Name:

Title:

Address: _____

Attention: _____

Facsimile: _____

CANADIAN IMPERIAL BANK OF
COMMERCE, as Administrative Agent

By: *Laura Hom*

Name:

Laura Hom

Title:

Executive Director

World Markets Corp. As Agent

Address: 425 Lexington Avenue
New York, New York 10017

Attention: Laura Hom

Facsimile: (212) 856-3991

Item A. Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.		

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None.				

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<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.						

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