

06-23-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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



101387896

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

6-12-00

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

Execution Date  
Month Day Year

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)

- 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

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 Practices. 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: 002091 FRAME: 0806

**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="2018678"/>	<input type="text" value="1972143"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1946257"/>	<input type="text" value="1977116"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1934413"/>	<input type="text" value="1911948"/>	<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.

NATIONAL BANK OF CANADA

By: Lori Ann Curnyn

Name of Person Signing

Lori Ann Curnyn

NATIONAL BANK OF CANADA

By: Robert Couvel

Signature

2/24/00

Date Signed

BEFORE THE U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

REQUEST TO TERMINATE SECURITY INTEREST

National Bank of Canada hereby requests that its recorded security interest in certain patents and trademarks described more fully on Attachment A be terminated. The patents and trademarks described on Attachment A were recorded on February 25, 1999 and stored at Reel/Frame 9781/0093 and 1862/0047 respectively. Both Patent and Trademark Cover Sheets have been provided with this request as appropriate.

Please direct all correspondence relating to this Request to Terminate Security Interest to:

Damian J. Mark, Esquire  
Whiteford, Taylor & Preston L.L.P.  
Seven Saint Paul Street  
Baltimore, Maryland 21202

and

Yvonne Borroughs  
National Bank of Canada  
125 West 55<sup>th</sup> Street, 23<sup>rd</sup> Floor  
New York, NY 10019

NATIONAL BANK OF CANADA

Dated: February 24, 2000

By: <u>Julius Curry</u>	<u>Robert J. Garch, Jr.</u>
Name: <u>J. CURRY</u>	<u>Robert J. Garch, Jr.</u>
Title: <u>GP</u>	<u>VP</u>

ATTACHMENT A

PATENTS AND TRADEMARKS

**A. PATENTS**

1. Serial Number: 08205732  
Patent Number: 5509756
2. Serial Number: 08127600  
Patent Number: 5429325
3. Serial Number: 08559059  
Patent Number: 5757157
4. Serial Number: 08458751  
Patent Number: 5713536

**B. TRADEMARKS**

1. Application Number: 74613158  
Registration Number: 2018678  
  
Mark: TCOM, L.P.  
Drawing Type: Words, Letters, or Numbers and Design
2. Application Number: 74474512  
Registration Number: 1946257  
  
Mark: 71M  
Drawing Type: Words, Letters, or Numbers and Design
3. Application Number: 74474516  
Registration Number: 1934413  
  
Mark: 32M  
Drawing Type: Words, Letters, or Numbers and Design

[TRADEMARKS CONTINUE ON THE FOLLOWING PAGE]

4. Application Number: 74474510  
Registration Number: 1972143

Mark: LASS

Drawing Type: Words, Letters, or Numbers and Design

5. Application Number: 74474521  
Registration Number: 1977116

Mark: MATSS

Drawing Type: Words, Letters, or Numbers and Design

6. Application Number: 74474511  
Registration Number: 1911948

Mark: E-LASS

Drawing Type: Words, Letters, or Numbers and Design

1260348

**COLLATERAL ASSIGNMENT OF PATENTS  
AND TRADEMARKS**

THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS is entered into on this 11th day of February, 2000, by and between TCOM, L.P. ("Debtor"), having a mailing address at 7115 Thomas Edison Drive, Columbia, Maryland 21046, and SUMMIT BANK ("Secured Party"), having a mailing address at 20 Corporate Center, Suite 530, 10420 Little Patuxent Parkway, Columbia, Maryland 21044.

NOW, THEREFORE, in consideration of the premises, Debtor hereby agrees with Secured Party as follows:

**1. Grant of Security Interest.** Debtor hereby grants to Secured Party a first priority security interest in, and conditionally assigns, but does not transfer title to Secured Party, all of Debtor's right, title, and interest in and to the following (collectively, the "Collateral") to secure the repayment of the Loans, the satisfaction of the Obligations, and the full, complete and absolute performance by Debtor of each of the terms and conditions of the Loan and Security Agreement dated of even date herewith between Debtor and Secured Party, as amended from time to time (the "Loan Agreement"), the Line of Credit Note, the Term Note, the other Loan Documents and all other Obligations, direct or indirect, owing to Secured Party.

The Collateral shall consist of the following:

(a) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(b) All of Debtor's right, title, and interest in and to the patents and patent applications listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(c) All of Debtor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(d) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(e) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(f) All of Debtor's right, title and interest to register trademark claims under any state or federal law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(g) All general intangibles relating to the Collateral; and

(h) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**2. After-Acquired Patent and Trademark Rights.** If Debtor shall obtain rights to any new patentable inventions or trademarks or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patents or trademarks or any renewal or extension thereof. Debtor shall bear any expenses incurred in connection with future applications for patent or trademark registration.

**3. Litigation and Proceedings.** Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Secured Party any information with respect thereto requested by Secured Party. Secured Party shall provide at Debtor's expense all necessary cooperation in connection with any such suit, proceeding, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Secured Party of the institution of, or any

adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights.

**4. Power of Attorney.** Debtor grants Secured Party power of attorney, having the full authority, and in the place of Debtor, from time to time in Secured Party's discretion to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Debtor's name on all applications, documents, papers, and instruments necessary for Secured Party to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; and

(c) To file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Secured Party's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

**5. Right to Inspect.** Debtor grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

**6. Events of Default.** Any Event of Default under the Loan Agreement or any other Loan Document shall constitute an Event of Default.

**7. Specific Remedies.** Upon the occurrence of any Event of Default:

(a) Secured Party may take any action or pursue any remedies provided by law or in the Loan Agreement or any other Loan Document; and

(b) Secured Party may notify licensees to make royalty payments on license agreements directly to Secured Party.

**8. Defined Terms.** All capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed thereto in the Loan Agreement unless the context clearly provides otherwise.



8. Defined Terms. All capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed thereto in the Loan Agreement unless the context clearly provides otherwise.

9. Further Assurances. Debtor hereby agrees to execute and deliver such further documents and instruments as Secured Party may reasonably request in order to more properly evidence, document or perfect the security interest intended to be created hereby.

10. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Maryland.

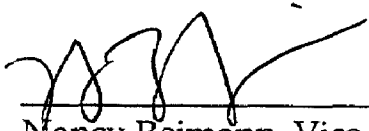
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement by their duly authorized officers as of the date first above written, with the specific intention that this Agreement constitutes a document under seal.

TCOM, L.P.

By: CSG, Inc.,  
its General Partner

By:  (SEAL)  
David E. Barlow  
President

SUMMIT BANK

By:  (SEAL)  
Nancy Reimann, Vice President

## Schedule A

## ISSUED PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner/ Assignee</u>
U.S.A.	5,713,536	02/03/97	TCOM, L.P.
U.S.A.	5,509,756	04/23/96	TCOM, L.P.
U.S.A.	5,429,325	07/04/95	TCOM, L.P.
U.S.A.	4,999,640	03/12/91	TCOM, L.P.
U.S.A.	4,903,036	02/20/90	TCOM, L.P.
U.S.A.	4,842,221	06/02/89	TCOM, L.P.
U.S.A.	4,842,219	06/27/89	TCOM, L.P.
U.S.A.	4,816,620	03/28/89	TCOM, L.P.
U.S.A.	4,476,576	10/09/84	TCOM, L.P.
U.S.A.	4,402,479	09/06/83	TCOM, L.P.
U.S.A.	4,204,213	05/20/80	TCOM, L.P.

PENDING PATENT APPLICATIONS

Country      Serial No.      Filing Date      Owner/Assignee      Attorney/Agent

None.

## Schedule B

## REGISTERED TRADEMARKS

<u>Country</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Owner/ Assignee</u>
U.S.A.	1,023,982	01/17/73	TCOM, L.P.
U.S.A.	2,018,678	11/26/96	TCOM, L.P.
U.S.A.	1,946,257	01/09/96	TCOM, L.P.
U.S.A.	1,934,413	11/07/95	TCOM, L.P.
U.S.A.	1,972,143	05/07/96	TCOM, L.P.
U.S.A.	1,977,116	05/28/96	TCOM, L.P.
U.S.A.	1,911,948	09/15/95	TCOM, L.P.

PENDING TRADEMARK APPLICATIONS

Country      Serial No.      Filing Date      Owner/Assignee      Attorney/Agent

None.

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