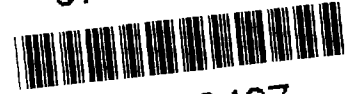




07-05-2000

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #2t

07-31-2000



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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

Name

Execution Date
Month Day Year

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/KA/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 Assignment.)

07/26/2000 DNGUYEN 00000159 75798346

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 25.00 DP

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: 002111 FRAME: 0345

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="75798346"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,341,444"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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 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.

~~MARY PAT JOY~~ Christine E Wilson Christine E Wilson 6-30-2000

Name of Person Signing Signature Date Signed

Rider To Security Agreement - Trademarks

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of June 20, 2000, by and between **WORLDSTOR, INC.**, a Delaware corporation (the "**Grantor**"), with an address at 1801 Robert Fulton Drive, Reston, Virginia 20191, and **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**"), with an address at 600 Grant Street, 29th Floor, Pittsburgh, Pennsylvania 15219. This Rider is incorporated into and made part of that certain Security Agreement between and among the Grantor and the Bank dated as of June 20, 2000 (as the same may amended, modified or restated, the "**Security Agreement**").

Initially capitalized terms used and not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement.

The Grantor has adopted, used and is using, and has registered or has filed applications for the registration of, the trademarks, servicemarks and tradenames listed on Schedule A to the Trademark Assignment attached hereto as Exhibit A (the "**Trademark Assignment**") (all such marks or names hereinafter referred to as the "**Trademarks**").

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, and intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Grantor's present and future liabilities to the Bank, the Grantor does hereby assign for security and grant to the Bank a lien and security interest in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill of the Grantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Maintenance of Trademarks. The Grantor hereby covenants and agrees to maintain the registered Trademarks in full force and effect until all of the Obligations to the Bank are satisfied in full except for Trademarks that expire automatically upon completion of their terms and as permitted by Section 12(a) hereof.

3. Representations and Warranties. The Grantor represents, warrants and covenants that: (a) The Trademarks have not been adjudged invalid or unenforceable; (b) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks and the interests

granted herein, including, without limitation, any claim, suit or action alleging or asserting that a Trademark is not valid or enforceable, and the Grantor has no knowledge of a factual basis for any such claim, suit or action; (c) except as disclosed in the Loan Documents, the Grantor is the sole and exclusive licensee or owner of the entire and unencumbered right, title and interest in and to each of the registered Trademarks, and, except as disclosed in or permitted under the Loan Documents, each of the Trademarks is free and clear of any liens, charges, licenses (except for non-exclusive licenses granted in the ordinary course of business) and encumbrances, including, without limitation, pledges, assignments, and covenants by the Grantor not to sue third persons and assignments; (d) the Grantor has the full corporate power and authority to enter into this Rider and perform its terms; (e) [the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as permitted by 15 U.S.C. §1051-1127 in connection with its use of the registered Trademarks]; and (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations that lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with this paragraph 3(f).

4. Covenants. The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements with reference to the Trademarks, except for (i) non-exclusive licenses granted in the ordinary course of business or any other agreement the terms of which are consistent with the Grantor's obligations under this Rider, or (ii) as permitted under Section 6.5 of the Loan Agreement, and (b) if the Grantor registers or files an application for the registration of any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A to the Trademark Assignment.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred and is continuing under the Loan Documents and that the Bank has elected to exercise its rights hereunder, the Grantor shall continue to own or license the Trademarks and to have the right to the exclusion of the Bank to use the Trademarks and to grant non-exclusive licenses with respect thereto in the ordinary course of business, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. The Grantor agrees not to sell, assign or further encumber its rights and interest in the Trademarks without prior written consent of the Bank, except for non-exclusive licenses granted in the ordinary course of business or as permitted under Section 6.5 of the Loan Agreement.

7. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in Default (defined herein) hereunder or an Event of Default exists under the other Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted

under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. "Default" means a failure by the Grantor to perform any of its obligations under this Rider which failure has not been cured within 15 days after written notice from the Bank to the Grantor.

(b) For such purposes, and in the event of the Grantor's Default hereunder or an Event of Default under the other Loan Documents and while such Default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that the Bank shall record this Rider with the United States Patent and Trademark Office in Washington, DC. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank the conditional Trademark Assignment in the form attached hereto as Exhibit A, which assignment shall have no force and effect and shall be held by the Bank, in escrow, except upon the occurrence and during the continuance of a Default hereunder or an Event of Default under the other Loan Documents. Upon the occurrence and during the continuance of a Default hereunder or an Event of Default under the other Loan Documents, the Trademark Assignment shall take effect immediately upon certification of such fact by an authorized officer of the Bank in the form reflected on the face of the Trademark Assignment and the Bank may, at its sole option, record the Trademark Assignment with the United States Patent and Trademark Office.

8. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. Inconsistency with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Security Agreement. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. Termination of Agreement. Upon payment and performance of all Obligations, the Bank shall immediately execute and deliver to the Grantor all documents and take any and all actions necessary to terminate the Bank's security interest in the Trademarks and deliver to the Grantor the original and all copies of the previously executed Trademark Assignment.

11. Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by

the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

12. Prosecution of Trademark Applications. (a) Subject to the terms of the Security Agreement, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registrable but unregistered trademarks belonging to the Grantor if material to its business. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. Except with respect to a Trademark that the Grantor reasonably determines is of negligible economic value to it, the Grantor shall not abandon any Trademark registration or application without the written consent of the Bank.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after and during the continuance of a Default hereunder or an Event of Default under the other Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including reasonable attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

13. Additional Remedies. Upon the occurrence and continuance of a Default hereunder or an Event of Default under the other Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

14. Governing Law.

THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

15. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, which may be delivered by facsimile, but all such copies shall constitute one and the same instrument.

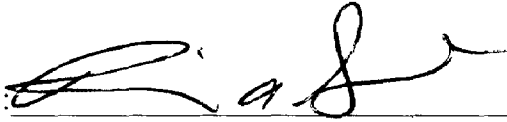
[Signature Page to Follow]

WITNESS the due execution hereof as of the date first written above.

WITNESS / ATTEST:

By: Laura Mayer
Print Name: Laura Mayer

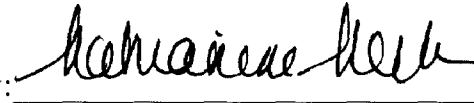
WORLDSTOR, INC.

By: 

Print Name: Richard A. Smith

Title: Chief Financial and Operating Officer

PNC BANK, NATIONAL ASSOCIATION

By: 

Print Name: Katharine S. Kappler

Title: Managing Director

STATE OF VIRGINIA

)

ss:

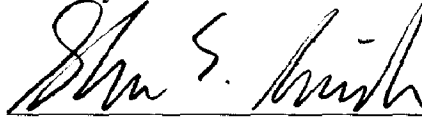
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COUNTY OF FAIRFAX

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On June²⁰, 2000, before me, a Notary Public, personally appeared Richard A Smith, who acknowledged himself/herself to be an authorized officer of WorldStor, Inc., a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires: 9/30/04

STATE OF VIRGINIA

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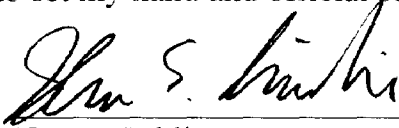
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COUNTY OF FAIRFAX

On June 20, 2000, before me, a Notary Public, personally appeared Katharine S. Kappler, who acknowledged himself/herself to be an authorized officer of PNC BANK, National Association and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires: 9/30/04

EXHIBIT A

THIS DOCUMENT SHALL BE HELD BY THE BANK IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THAT CERTAIN SECURITY AGREEMENT DATED AS OF JUNE 20, 2000, BY AND BETWEEN THE GRANTOR AND THE BANK (THE "SECURITY AGREEMENT") AND THAT CERTAIN RIDER TO SECURITY AGREEMENT - TRADEMARKS. BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE SECURITY AGREEMENT) HAS OCCURRED AND THAT THE BANK AS GRANTEE HEREUNDER HAS ELECTED TO TAKE POSSESSION OF THE TRADEMARKS (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

BY: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

Trademark Assignment

WHEREAS, WORLDSTOR, INC., a Delaware corporation (the "**Grantor**"), is the owner of the entire right, title and interest in and to the United States trademark and service mark registrations and applications listed on Schedule A attached hereto and made a part hereof ("**Trademarks**"); and

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, having a place of business at 600 Grant Street, 29th Floor, Pittsburgh, PA 15219, identified as "Bank" under that certain Rider to Security Agreement - Trademarks of even date herewith (the "**Grantee**") desires to acquire said Trademarks;

WHEREAS, the Grantee has a security interest in the assets of the Grantor, adequate to carry on the business of the Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an "Event of Default" as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer,

assign, and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

This Trademark Assignment shall be effective only upon the certification by an authorized officer of the Grantee, as provided above, that (a) an Event of Default has occurred, and is continuing and (b) the Grantee has elected to take possession of the Trademarks.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on June 20, 2000.

WITNESS / ATTEST:

WORLDSTOR, INC.

By: _____

(SEAL)

Print Name: _____

Print Name: _____

Title: _____

STATE OF VIRGINIA

)

)

ss:

COUNTY OF FAIRFAX

)

On June __, 2000, before me, a Notary Public, personally appeared _____, who acknowledged himself/herself to be an authorized officer of WorldStor, Inc., a _____ corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

Schedule A To Trademark Assignment

<u>Trademark</u>	<u>Registered (Y/N)</u>	<u>Country</u>	<u>Application or Regis. No.</u>	<u>Registration or Filing Date</u>
WORLDSTOR	N(Pending)	United States	75798346	9/8/99
WORLDSTOR	Y	United States	2341444	4/11/00