

10-19-2000



101490681

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

10-3-00

☐

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  
09 01 2000

Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

STARGATE.NET, INC.

09 01 2000

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☒

Citizenship/State of Incorporation/Organization

Pennsylvania

Receiving Party

☐

Mark if additional names of receiving parties attached

Name

FLEET NATIONAL BANK

DBA/AKA/TA

Composed of

Address (line 1)

100 FEDERAL STREET

Address (line 2)

Address (line 3)

BOSTON

MA

02110

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

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.)

☐

Corporation

☐

Association

☒

Other

FEDERALLY CHARTERED BANK

☐

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/18/2000 NTHAI1 00000050 75145140

01 FC:481  
02 FC:482

40.00 DP  
100.00 DP

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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: 002157 FRAME: 0422

**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

617 573-0100

Name

JOHN KACOYANNAKIS, ESQ.

Address (line 1)

PALMER & DODGE LLP

Address (line 2)

ONE BEACON STREET

Address (line 3)

Address (line 4)

BOSTON

MA

02108

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

**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)

75/145,140

2,206,309

2,227,329

1,750,364

1,751,503

**Number of Properties**

Enter the total number of properties involved.

#

5

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

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.

JOHN KACOYANNAKIS, ESQ.

Name of Person Signing

Signature

Date Signed

10-2-00

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

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

## Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name **STARGATE INDUSTRIES, L.L.C.**

**09 01 2000**

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☒ Other **LIMITED LIABILITY COMPANY**

☒ Citizenship/State of Incorporation/Organization **PENNSYLVANIA**

## Receiving Party

Enter Additional 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)

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 the Assignment.)

## 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)



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

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

## Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name **STARGATE LOCAL SERVICES, L.L.C.**

**09 01 2000**

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☒ Other **LIMITED LIABILITY COMPANY**

☒ ~~CORPORATION~~ State of Incorporation/~~ORGANIZATION~~ **PENNSYLVANIA**

## Receiving Party

Enter Additional 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)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

USA ONRAMP, INC.

09 01 2000

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship State of Incorporation/Organization

PENNSYLVANIA

Receiving Party

Enter Additional 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)

City

State/Country

Zip Code



Individual



General Partnership



Limited Partnership



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 the Assignment.)



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)



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Expires 06/30/99  
OMB 0651-0027

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

## Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name **STARGATE PROFESSIONAL SERVICES GROUP, LLC**

**09 01 2000**

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☒ Other **LIMITED LIABILITY COMPANY**

☒ Citizenship/State of Incorporation/Organization **PENNSYLVANIA**

## Receiving Party

Enter Additional 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)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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## Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)



RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name **STARGATE APPLICATION SERVICES GROUP, LLC**

**09 01 2000**

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☒ Other **LIMITED LIABILITY COMPANY**

☒ Citizenship/State of Incorporation/Organization **PENNSYLVANIA**

Receiving Party

Enter Additional 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

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Trademark Application Number(s)

Registration Number(s)



## FIRST AMENDMENT TO

### AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT (this "Amendment"), is made as of September 1, 2000 by and among STARGATE.NET, INC., a Pennsylvania corporation (the "Borrower"), STARGATE INDUSTRIES, L.L.C., a Pennsylvania limited liability company ("Stargate"), STARGATE LOCAL SERVICES, L.L.C., a Pennsylvania limited liability company ("Local Services"), USA ONRAMP, INC., a Pennsylvania corporation ("USA"), STARGATE PROFESSIONAL SERVICES GROUP, LLC, a Pennsylvania limited liability company ("PSG"), and STARGATE APPLICATION SERVICES GROUP, LLC, a Pennsylvania limited liability company ("ASG") (PSG and ASG are sometimes referred to herein as the "New Debtors") (the Borrower, Stargate, Local Services, USA and the New Debtors are each referred to as a "Debtor" and together, the "Debtors"), and FLEET NATIONAL BANK, as administrative agent (the "Administrative Agent") for itself and the other Lenders (the "Lenders") under the Credit Agreement described below, having an office at 100 Federal Street, Boston, Massachusetts 02110. This Agreement amends the Amended and Restated Trademark Security Agreement dated as of April 6, 2000 (the "TM Agreement") among the Borrower, certain affiliates of the Borrower and the Administrative Agent.

WHEREAS, the Borrower has informed the Lenders that it intends to acquire all or substantially all of the assets of Corporate Information Systems, Inc. (the "Acquired Business") pursuant to that certain Asset Purchase Agreement dated as of July 20, 2000 among the Borrower, PSG, Stargate, the Acquired Business and the sole shareholder of the Acquired Business.

WHEREAS, pursuant to the terms of the Amended and Restated Credit Agreement dated as of April 6, 2000, as amended by Amendment No. 1 to Credit Agreement dated as of the date hereof (the "Credit Agreement"), among the Debtors, the Administrative Agent and the Lenders, the Borrower must obtain the agreement of the Administrative Agent and the Lenders to permit the Borrower to acquire the Acquired Business.

WHEREAS, as a condition to the agreement of the Administrative Agent and the Lenders to permit the Borrower to acquire the Acquired Business, the TM Agreement must be amended to add any intellectual property related to the Acquired Business.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Capitalized Terms.

Capitalized terms used herein without definition which are defined in the TM Agreement have the same meanings herein as therein.



2. Amendments.

(a) The Debtors and the Administrative Agent wish to amend the definition of Trademarks to include the trademarks of the New Debtors, and accordingly agree that the Schedules attached to the TM Agreement are hereby replaced by the respective Schedules attached hereto.

(b) The New Debtors each hereby agree, effective from and after the date hereof, to be deemed a "Debtor" under and to be bound by all of the terms and provisions set forth in the TM Agreement as amended hereby, and in connection therewith, the New Debtors hereby grant to the Administrative Agent, for itself and for the benefit of the other Secured Parties, a security interest in and to all Trademarks owned by each of the New Debtors or in which each them has an interest to secure all of the Secured Obligations.

3. Miscellaneous.

(a) Except as otherwise expressly set forth herein, nothing herein shall be deemed to constitute an amendment, modification or waiver of any of the provisions of the TM Agreement or the other Loan Documents, all of which remain in full force and effect as of the date hereof.

(b) The Debtors agree to pay all reasonable expenses, including legal fees and disbursements incurred by the Administrative Agent in connection with this Amendment and the transactions contemplated hereby.

(c) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(d) This Amendment shall be governed by the laws of the Commonwealth of Massachusetts (excluding the laws applicable to conflicts or choice of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

STARGATE.NET, INC.

By: Marcus L. Ruscitto  
Name: Marcus L. Ruscitto  
Title: President and Chief Executive Officer

STARGATE INDUSTRIES, L.L.C.

By: Marcus L. Ruscitto  
Name: Marcus L. Ruscitto  
Title: President and Chief Executive Officer

STARGATE LOCAL SERVICES, L.L.C.

By: Marcus L. Ruscitto  
Name: Marcus L. Ruscitto  
Title: President and Chief Executive Officer

USA ONRAMP, INC.

By: Marcus L. Ruscitto  
Name: Marcus L. Ruscitto  
Title: President

STARGATE PROFESSIONAL SERVICES GROUP, LLC

By: Marcus L. Ruscitto  
Name: Marcus L. Ruscitto  
Title: President and Chief Executive Officer

STARGATE APPLICATION SERVICES GROUP, LLC

By: Marcus L. Ruscitto  
Name: Marcus L. Ruscitto  
Title:

FLEET NATIONAL BANK, as Administrative Agent for  
itself and the other Secured Parties

By: \_\_\_\_\_  
Name  
Title:

STARGATE APPLICATION SERVICES GROUP, LLC

By: \_\_\_\_\_

Name: Marcus L. Ruscitto

Title:

FLEET NATIONAL BANK, as Administrative Agent for  
itself and the other Secured Parties

By: \_\_\_\_\_

Name

Title:

*Christine Campanelli*  
*Christine Campanelli*  
*Vice President*

Schedule 1.1

Trademarks

A. Trademark Registrations

<u>MARKS (WORD AND DESIGN)</u>	<u>REGISTRATION NO.</u>	<u>PLACE OF FILING</u>	<u>REGISTRATION DATE</u>
Stargate (service mark)	2,206,309	US	12/01/98
What Internet Service Should Be	2,227,329	US	03/02/99
CISCORP SM word	1,750,364	US	2/9/93
CISCORP SM logo	1,751,503	US	2/9/93

B. Pending "Use" Applications

<u>MARKS (WORD AND DESIGN)</u>	<u>SERIAL NO.</u>	<u>PLACE OF FILING</u>	<u>FILING DATE</u>
Stargate	75/145,140	US	08/05/96

C. Tradenames

<u>Trade Name</u>	<u>Place of Use</u>
CISTECH	PA, OH
CISCORP	PA
Cistec	CA
CISCorp Information Systems, Inc.	FL

Schedule 1.2

License Agreements

1. License Agreement between USA OnRamp, inc. (now known as USA OnRamp Network Integration Corporation) and Stargate Industries, L.L.C. dated January 21, 1998.
2. In October 1999, Stargate Industries, L.L.C. consented to the use by Covad Communications Company of "The Internet as it should be."