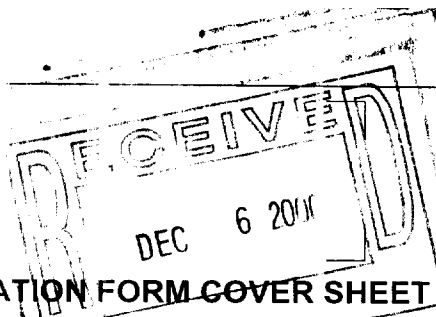


12-26-2000



101560659

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**



12-6-00

TO:  **Patent and Trademark Office** 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  
 09  07  2000

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  Tower Resource Management, Inc.

09 07 2000

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization**  Massachusetts

**Receiving Party**

Mark if additional names of conveying parties attached

Name  MCG Finance Corporation

DBA/AKA/TA

Composed of

Address (line 1)  1100 Wilson Blvd., Suite 800

Address (line 2)

Address (line 3)  Arlington VA/USA 22209

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 Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization**  Delaware

12/22/2000 MTHA11 00000319 2257644

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 50.00 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. 20503

**TRADEMARK**  
**REEL: 002199 FRAME: 0265**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

[Empty box]

Address (line 1)

[Empty box]

Address (line 2)

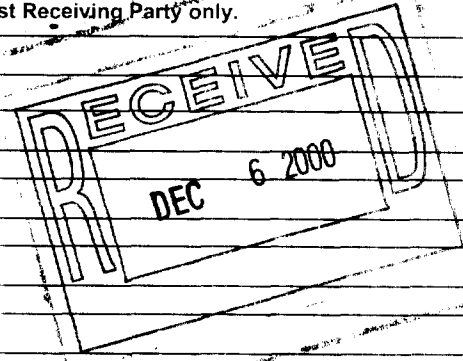
[Empty box]

Address (line 3)

[Empty box]

Address (line 4)

[Empty box]



**Correspondent Name and Address**

Area Code and Telephone Number

314-259-2000

Name

David A. Roodman, Esq.

Address (line 1)

Bryan Cave, LLP

Address (line 2)

211 North Broadway, Suite 3600

Address (line 3)

St. Louis, MO

Address (line 4)

[Empty box]

**Pages**

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

#

9

**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)

[Empty boxes for Trademark Application Numbers]

2,257,644    1,999,815    2,008,137  
[Empty boxes for Registration Numbers]

**Number of Properties**

Enter the total number of properties involved

#

3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

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:

#

02-4467

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.

David A. Roodman

Name of Person Signing

Signature

12-5-00

Date Signed

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of September 7, 2000, by **TOWER RESOURCE MANAGEMENT, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG FINANCE CORPORATION, as Administrative Agent (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), for itself and the Lenders (as defined in the Credit Agreement referred to below).

## RECITALS

**WHEREAS**, Grantor and certain related entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and Lenders for a credit facility consisting of a \$2.5 million term loan credit arrangement; and

**WHEREAS**, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of September 7, 2000 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Master Security Agreement by and between Grantor and Lender dated as of September 7, 2000 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Administrative Agent and Lenders; and

**WHEREAS**, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and Lenders under the Credit Agreement and related Loan Documents; and

**WHEREAS**, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions:

(a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder).

Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.


6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

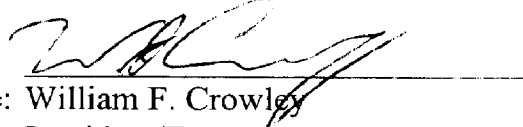
[BALANCE OF PAGE INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**WITNESS:**

**TOWER RESOURCE MANAGEMENT, INC.**  
(Grantor)

By: 

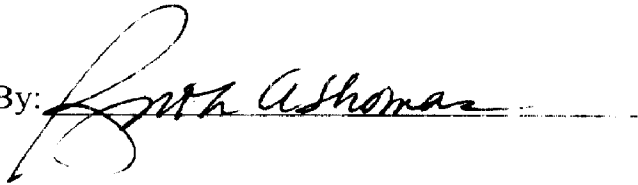
By:   
Name: William F. Crowley  
Title: President/Treasurer

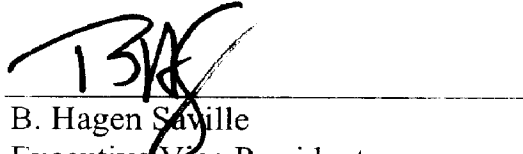
Address: 4905 Del Ray Avenue  
Suite 303  
Bethesda, Maryland 20814

Telephone: (301) 652-0405  
Facsimile: (301) 652-8039

**WITNESS:**

**MCG FINANCE CORPORATION**  
(Administrative Agent)

By: 

By:   
Name: B. Hagen Saville  
Title: Executive Vice President

Address: 1100 Wilson Blvd.  
Suite 800  
Arlington, Virginia 22209

Telephone: (703) 247-7500  
Facsimile: (703) 247-7505

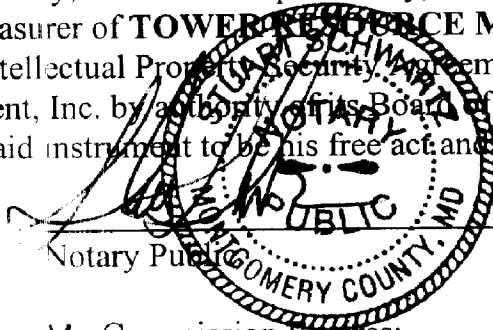
ACKNOWLEDGMENT

STATE OF Maryland

SS

COUNTY OF Montgomery

Before me, the undersigned, a Notary Public, on this 1<sup>st</sup> day of September 2000, personally appeared William F. Crowley, to me known personally, who, being by me duly sworn, did say that he is the President/Treasurer of **TOWER RESOURCE MANAGEMENT, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Tower Resource Management, Inc. by authority of its Board of Directors, and the said William F. Crowley acknowledged said instrument to be his free act and deed.



Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**STUART SCHWARTZ**  
Notary Public, State of Maryland  
My Commission Expires October 1, 2002

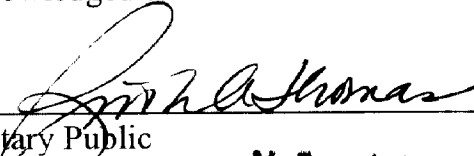
ACKNOWLEDGEMENT

STATE OF VIRGINIA

SS

COUNTY OF ARLINGTON

Before me, the undersigned, a Notary Public, on this 8<sup>th</sup> day of SEPTEMBER, 2000, personally appeared B. Hagen Saville, to me known personally, who, being by me duly sworn, did say that he is the Executive Vice President of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said B. Hagen Saville acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 03/31/01

My Commission Expires: \_\_\_\_\_

164360



**SCHEDULE A**  
**COPYRIGHT COLLATERAL**

**I. Registered Copyrights**

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

**II. Pending Copyright Applications**

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
None				

**III. Unregistered Copyrights**

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
None					

**IV. Copyright Licenses**

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
None					

**SCHEDULE B**  
**PATENT COLLATERAL**

**I. Patents**

<u>Patent</u> <u>Number</u>	<u>Country</u>	<u>Issue</u> <u>Date</u>	<u>Title</u>
None			

**II. Pending Patent Applications**

<u>Patent</u> <u>Title</u>	<u>Atty. Docket</u> <u>Number</u>	<u>Country</u>	<u>Serial Filing</u> <u>Number</u>	<u>Date</u>	<u>Status</u>
None					

**III. Patent Licenses**

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective</u> <u>Date</u>	<u>Expiration</u> <u>Date</u>
None					

SCHEDULE C

TRADEMARK COLLATERAL

**I. Registered Trademarks**

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
GLOBE DESIGN	U.S.	2,257,644
TRM	U.S.	1,999,815
1st PASS	U.S.	2,008,137

**II. Pending Trademark Applications**

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
		None			

**III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
		None				