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01-09-2001

ER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark

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To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office

attached original documents or copy thereof.

1. Name of conveying party(ies):  
SmartPartner, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State DE  
☐ 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: December 31, 2000

2. Name and address of receiving

Name: Antares Capital Corporation, as Agent

Internal Address: \_\_\_\_\_

Street Address: 311 South Wacker Drive, Ste 6400

City: Chicago State: IL

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_

- ☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation State IL

☐ Other \_\_\_\_\_If assignee is not domiciled in the United States, a 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

A. Trademark Application No.(s)  
78-003,636B. Trademark Registration  
- NONE -

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

**RETURN TO:**  
**FEDERAL RESEARCH CORP.**  
**400 SEVENTH STREET NW**  
**SUITE 101**  
**WASHINGTON DC 20004**

1

6. Total number of applications and registrations 1

7. Total fee (37 CFR) \$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit

8. Deposit account number:

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

01/09/2001 AMWED1 00000047 78003636

DO NOT USE THIS SPACE

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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 of the original document.

Rebecca L. Foley

Name of Person

Signature

01/04/01

6

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

## **TRADEMARK SECURITY AGREEMENT**

**WHEREAS**, SmartPartner, Inc., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, NSC Communications Corporation, a Delaware corporation and successor by merger with GFA Capital Corporation ("Borrower"), has entered into that certain Second Amended and Restated Credit Agreement dated as of January 30, 1998 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, Grantor is a Subsidiary of Borrower and, as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

**WHEREAS**, Grantor has agreed to guaranty the obligations of Borrower pursuant to that certain Subsidiary Guaranty dated as of April 3, 1997 (as the same has been and hereafter may be amended, restated, modified or supplemented and in effect from time to time the "Guaranty"); and

**WHEREAS**, pursuant to the terms of a Subsidiary Security Agreement dated as of April 3, 1997 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among, inter alia, Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Credit Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in

**Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank]

**ORIGINAL**



IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 31 day of December, 2000.

**SMARTPARTNER, INC.**, a Delaware corporation

By: M. San Venyzi  
Its: Chief Financial Officer

Acknowledged:

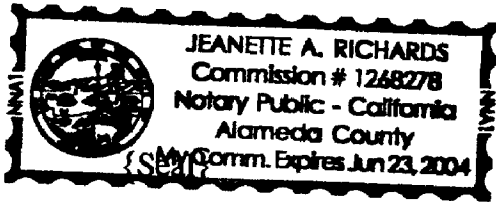
**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By: Daniel Barry  
Name: Daniel L. Barry  
Title: Director

# ACKNOWLEDGEMENT

STATE OF California )  
 ) ss.  
COUNTY OF Alameda )

On the 31<sup>ST</sup> day of December, 2000 before me personally appeared M. Sean Venezia, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is CEO of SmartPartner, Inc., a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public

My commission expires:

6/23/2004

U.S. TRADEMARK REGISTRATIONS

None

FOREIGN TRADEMARK REGISTRATIONS

None

U.S. TRADEMARK APPLICATIONS

Description  
of MARK

APP. NO.

DATE

SMARTPARTNER

78-003,636

4-11-2000

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

None