

03-21-2001

T

Docket No.:



Y

001889.094263

Tab settings

To the Honorable Commissioner of Patents

101644093

attached original documents or copy thereof.

1. Name of conveying party(ies):

priNexus, Inc.

3.5.01

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: PNC Bank, N.A.

Internal Address: Agent

Street Address: Two Tower Center

City: East Brunswick State: NJ ZIP: 08816

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New Jersey
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 19, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75-832508

B. Trademark Registration No.(s)

2,268,709      1,494,564  
2,284,898  
1,446,823

Additional numbers attached?  Yes  No

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

Name: Ronald E. Brown

Internal Address: Pitney, Hardin, Kipp & Szuch LLP

03/20/2001 510M11 00000190 75832508

01 FC:481 40.00 DP

02 FC:482 100.00 DP

Street Address: 711 Third Avenue

20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ \$140.00

- Enclosed
- Authorized to be charged to deposit account / (any deficiencies)

8. Deposit account number:

50-1145, Order No. 001889.094263

DO NOT USE THIS SPACE

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 copy of the original document.

Ronald E. Brown

Name of Person Signing

Ronald E. Brown  
Signature

March 2, 2001  
Date

Total number of pages including cover sheet, attachments, and

6

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January \_\_, 2001 is between priNexus, Inc., a Delaware corporation (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, Tukaiz Communications, L.L.C., an Illinois limited liability company, Halo ISDG, Inc., a Delaware corporation, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan, Equipment Loan and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, 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 arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including,

without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

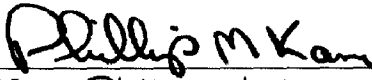
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

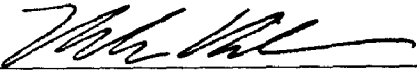
\* \* \*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19<sup>th</sup> day of January, 2001.

PRINEXUS, INC.

By:   
Name: Phillip M. Kane  
Title: Chief Financial Officer

Acknowledged:  
PNC Bank, National Association,  
as Collateral Agent

By:   
Name: Mark J. Kiskorna  
Title: Vice President

STATE OF NEW YORK            )  
   )  
 COUNTY OF NEW YORK        )

ss.:

On the 19 day of January, 2001, before me personally came Phillip M. Kane, to me personally known to be the person described in and who executed the foregoing instrument as Chief Financial Officer of priNexus, Inc., who being by me duly sworn, did depose and say that he is Chief Financial Officer of priNexus, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
 \_\_\_\_\_  
 NOTARY PUBLIC

My commission expires:

**CYNTHIA GORGORETTI**  
**Notary Public, State of New York**  
**No. 01GO6043884**  
**Qualified in New York County**  
**My Commission Expires June 26, 2002**

Schedule 1 to Trademark Security Agreement

<u>MARKS</u>	<u>REGISTRATION NUMBERS</u>
PRINEXUS	75-832508 (Serial Number)
FINLAY	2268709
FINLAY	2284898
AMSCOT	1446823
(design only)	1494564

395381.5  
22764-2003

RECORDED: 03/05/2001.....

TRADEMARK  
REEL: 002254 FRAME: 0590