



To the Honorable Commissioner of Patents

101762031

Send original documents or copy thereof.

1. Name of conveying party(ies):

Maxnet Systems, Inc.

6-27-01

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Banc of America Commercial Finance Corporation

Internal Address: _____

Street Address: 335 Madison Avenue, 5th Floor

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 5-17-01

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/276,880
75/399,858
75/399,859
75/399,779

B. Trademark Registration No.(s)

2,098,687
2,028,656

Additional numbers attached? Yes No

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

Name: Davis Polk & Wardwell

Internal Address: Holly Strutt

Street Address: 450 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

J. Lee
Name of Person Signing

Jackie Lee
Signature

6-15-01
Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 002320 FRAME: 0096

Maxnet Systems, Inc.
U.S. TRADEMARK REGISTRATIONS

	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	"Maxnet & Design"	2,098,687	9/23/97
2.	"Solutions for Network Integration"	2,028,656	1/7/97

U.S. TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
1.	"Solutions for Enterprise Networking"	75/276,880	4/17/97
2.	"Maxpro"	75/399,858	12/4/97
3.	"Maxlab"	75/399,859	12/4/97
4.	"Maxtrack"	75/399,779	12/4/97

CANADIAN TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
1.	"Maxnet" and logo	837,686	2/26/97
2.	"Solutions for Enterprising Networking"	837,685	2/26/97

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Maxnet Systems, Inc., a Delaware corporation (herein referred to as the “**Company**”) owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Company, Harbor Technologies, Inc. (formerly known as Maxnet Technologies North, Inc.), Maxnet Holdings, Inc., Maxnet Technologies LLC (formerly MN Holdings LLC), the lenders party thereto and Banc of America Commercial Finance Corporation, as Agent are parties to a Credit Agreement dated as of May 17, 2001 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to the terms of the Security Agreement dated as of May 17, 2001 (as such agreement may be amended from time to time, the “**Security Agreement**”) among the Company, Harbor Technologies, Inc. (formerly known as Maxnet Technologies North, Inc.), and Banc of America Commercial Finance Corporation, as the Secured Party referred to therein (together with its successors, the “**Grantee**”), the Company has granted to the Grantee a continuing security interest in or other Lien on substantially all the personal property of the Company, including all right, title and interest of the Company in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company does hereby grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Company'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 now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by Company, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Company is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Company against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Company, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Company under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.


The Company hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Company or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Company might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Company agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Company to the Grantee pursuant to the Security Agreement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17 day of May, 2001.

MAXNET SYSTEMS, INC.

By: 
Name: Brian Schwartz
Title: Vice President

Acknowledged:

BANC OF AMERICA COMMERCIAL
FINANCE CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 11 day of May, 2001.

MAXNET SYSTEMS, INC.

By: _____
Name:
Title:

Acknowledged:

BANC OF AMERICA COMMERCIAL
FINANCE CORPORATION

By: James F. Brany
Name: James F. Brany
Title: Senior Vice Pres, Int

STATE OF Florida)
) ss.:
COUNTY OF Dade)

I, Ellen Rodriguez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Brian Schwartz, _____ of [Harbor Technologies, Inc./Maxnet Systems, Inc.] (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 16 day of may, 2001.

[Seal]



Ellen Rodriguez
My Commission CC972601
Expires October 03, 2004

Ellen Rodriguez

Signature of notary public
My Commission expires _____

Maxnet Systems, Inc.
U.S. TRADEMARK REGISTRATIONS

	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	"Maxnet & Design"	2,098,687	9/23/97
2.	"Solutions for Network Integration"	2,028,656	1/7/97

U.S. TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
1.	"Solutions for Enterprise Networking"	75/276,880	4/17/97
2.	"Maxpro"	75/399,858	12/4/97
3.	"Maxlab"	75/399,859	12/4/97
4.	"Maxtrack"	75/399,779	12/4/97

CANADIAN TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
1.	"Maxnet" and logo	837,686	2/26/97
2.	"Solutions for Enterprising Networking"	837,685	2/26/97