

08-14-2001

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Intrado Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital
Internal Corporation
Address: _____
Street Address: 2325 Lakeview Parkway
Suite 700
City: Alpharetta State: GA Zip: 30004
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
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 Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 7/31/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/043327;
78/036848; 75/726059; 78/043345;
78/020770; 75/936491; 75/489816
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 825031;
78/051719; 2,220,250; 2,173,471;
122424; 2,177,126; 2,177,063

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gerald T. Woods
King & Spalding
Internal Address: _____
Street Address: 191 Peachtree St.
City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 27
7. Total fee (37 CFR 3.41).....\$ 690.00
 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.
Gerald T. Woods Signature 8/6/01
Name of Person Signing Date
Total number of pages including cover sheet, attachments, and document: 9

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

08/13/2001 TBIAZI 00000067 78036848

01 FC:481 40.00 DP
02 FC:482 650.00 DP

TRADEMARK
REEL: 002346 FRAME: 0190

Recordation Form Cover Sheet - continued

Conveying Party:

Intrado Inc.

Receiving Party:

General Electric Capital Corporation

Trademark Application Nos. (continued)

75/936493

75/861891

75/936492

78/019209

75/861887

75/844565

76/006973

75/898002

Trademark Registration Nos. (continued)

2,236,263

2,224,837

2,242,493

2,219,789

2,204,802

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of July 31, 2001 by the undersigned (the "Company"), to and in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender") pursuant to that certain Loan and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, the other parties identified therein as "Borrower" (collectively, "Borrowers"), the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan and Security Agreement).

WITNESSETH:

RECITALS.

A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender proposes to make certain loans to the Borrowers, including the Company, pursuant to the Loan and Security Agreement; and

C. Pursuant to the Loan and Security Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Lender, for its benefit and the ratable benefit of the Lender, all of its right, title and interest in and to, and granted to the Lender, for its benefit and the ratable benefit of the Lender, a security interest in, the property described therein, including, without limitation, (a) all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located; (b) all of the Company's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Company now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan and Security Agreement and in furtherance of the Loan and Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender, for its benefit and the ratable benefit of Lender, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Company any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Company hereby grants and conveys a security interest to the Lender in, and collaterally assigns to the Lender, all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by the Company or in which the Company now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark or breach of Trademark

Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, unless and until the Lender exercises the rights and remedies accorded to it under the Loan and Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Lender hereby grants to the Company the exclusive, nontransferable, royalty-free right and license under the Property for the Company's own benefit and account, so that the Company may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. The Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Company in this paragraph, except that the Company may sublicense the Property in the ordinary course of the Company's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by the Lender of the rights and remedies accorded to it under the Loan and Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to the Company shall terminate.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Loan and Security Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Loan and Security Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan and Security Agreement with respect to such new Trademark or Trademark License. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) the Lender shall not have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan and Security Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all expenses, including attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Signatures on Following Pages]

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>
911 Plus	825031
Loc-ALI	78/051719
Critical Information for critical situations	2,220,250
911 plus	2,173,471
Lifesafety	122424
LifeSafety	2,177,126
Palladium	2,177,063
9-1-1 XA	2,236,263
9-1-1 National Reference Center	2,224,837
9-1-1 NRC	2,242,493
9-1-1 Extended Architecture	2,219,789
9-1-1 Net	2,204,802

PENDING U.S. TRADEMARK APPLICATIONS

<u>DESCRIPTION</u>	<u>APPLICATION NO.</u>
Intrado	78/043327
Intrado (stylized)	78/036848
Helping you respond at the speed of life	75/726059
Informed Response	78/043345
Real World 9-1-1 (stylized)	78/020770
LNP 2000	75/936491
9-1-1 Connect	75/489816
CallMachine	75/936493
Emergency Warning and Evacuation	75/861891
TelConnect	75/936492
Personal SafetyNet	78/019209
EWE	75/861887
911.com	75/844565
9-1-1 Safety Net	76/006973
911.net	75/898002

TRADEMARK LICENSES

TRADEMARK LICENSES WITH RESPECT TO WHICH
THE COMPANY IS A LICENSOR:

None

TRADEMARKS AND TRADEMARK APPLICATIONS WITH RESPECT TO WHICH
THE COMPANY IS A LICENSEE:

None