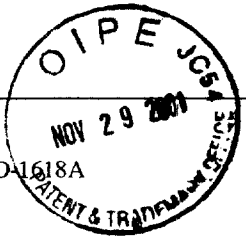


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FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

12-04-2001



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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

11.29.01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other  Trademark Collateral Agreement

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Grayhill, Inc.

Execution Date  
Month Day Year

10/17/01

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

#### Receiving Party

Mark if additional names of receiving parties attached

Name  Harris Trust and Savings Bank

DBA/AKA/TA

Composed of

Address (line 1)  111 West Monroe Street

Address (line 2)

Address (line 3)  Chicago

City

Illinois

State/Country

60603

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other  Illinois banking corporation

Citizenship/State of Incorporation/Organization  Illinois

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.)

FOR OFFICE USE ONLY

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. 20231

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02 FC:482

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REEL: 002401 FRAME: 0733

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Reedfax  
Crystal Plaza One

Address (line 1)

Suite 1207

Address (line 2)

2001 Jefferson Davis Hwy.  
Arlington, Virginia 22202

Address (line 3)

Address (line 4)

**Pages**

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

#

6

**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)**

See Schedule A1 to the Trademark Collateral Agreement

**Number of Properties**

Enter the total number of properties involved.

#

13

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

340.00

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:

#

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.

Elizabeth A. Szklarz  
Name of Person Signing

Signature

*Elizabeth A. Szklarz*

11/27/01

Date Signed

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>REG. NO.</b>
GRAYHILL	731,443
Stylized G	751,568
PLANO-DIP	1,162,571
GRAYHILL	1,162,570
MIDIP	1,248,250
MICROLON	1,955,753
DACNET	2,088,241
EZCOM	2,160,110
OPENLINE	2,233,892
OPENDAC	2,296,781
OPENLT	2,379,594

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>SERIAL NO.</b>
Stylized G	76/117,560
GRAYHILL	76/117,601

**TRADEMARK COLLATERAL AGREEMENT**

This 17th day of October, 2001, Grayhill, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 561 Hillgrove Avenue, LaGrange, Illinois 60525, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement dated as of July 30, 2001 between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

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trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GRAYHILL, INC.

By *J. Klingenberg*  
Name: Jacome Klingenberger  
Title: Vice President of Finance

HARRIS TRUST AND SAVINGS BANK

By *Jean L. Holman*  
Name: Jean L. Holman  
Title: Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerome Klingenberger, Vice President of Finance of Grayhill, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of October, 2001.

(NOTARIAL



Julie Ann Szymczak  
Notary Public

My Commission Expires:

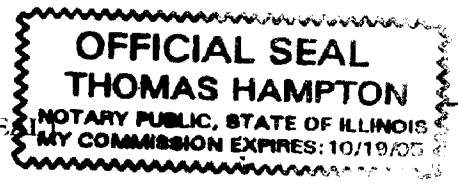
Julie Ann Szymczak  
(Type or Print Name)

8/30/04

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joann Holman of Harris Trust and Savings Bank, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE-PRESIDENT appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17 day of October, 2001.



(NOTARIAL SEAL)

Thomas Hampton  
Notary Public

Thomas Hampton  
(Type or Print Name)

My Commission Expires:  
10/19/05

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None