

FORM PTO-1594
(Rev. 6-93)

RE

01-14-2002



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 1/94)
Tab settings = = 2

101944309

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

1. Name of conveying party(ies):
MICROSTRATEGY INCORPORATED
8000 Towers Crescent Drive
Vienna, VA 22183

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amendment Number One to Trademark Security Agreement
Execution Date: December 31, 2001

2. Name and address of receiving party(ies)
Name: FOOTHILL CAPITAL CORPORATION
Internal Address: Suite 3000W
Street Address: 2450 Colorado Avenue
City: Santa Monica State: CA ZIP: 90404
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
Please see attached Schedule 9.
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
Please see attached Schedule 4.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: FEDERAL RESEARCH CORPORATION
Internal Address: Suite 101
Attn: Denelope Agodag
Street Address: 400 7th Street NW
City: Washington State: DC ZIP: 20004
01/15/2002 6TON11 00000052 76227260

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 OP
02 FC:482 150.00 OP

DO NOT USE THIS SPACE

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.
Kimberley A. Lathrop Name of Person Signing
Kimberley A. Lathrop Signature
01-11-02 Date
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1. Additional names of conveying parties:

STRATEGY.COM INCORPORATED, a Delaware corporation

SCHEDULE 1
TO AMENDMENT NUMBER ONE
TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS OF MICROSTRATEGY INCORPORATED

Type	Jurisdiction	Mark	Registration/ Application Date	Registration/ Application No.
ITU	United States	ALARM	March 19, 2001	76/227,260
ITU	United States	ALARM.COM	March 19, 2001	76/227,262
ITU	United States	ANGEL	March 19, 2001	76/227,261
ITU	United States	ANGEL.COM	March 19, 2001	76/227,259

TRADEMARKS OF STRATEGY.COM INCORPORATED

Type	Jurisdiction	Mark	Registration/ Application Date	Registration/ Application No.
ITU	United States	IWAPU	July 24, 2000	76/095,399 (ITU)
ITU	United States	PERSONAL INTELLIGENCE NETWORK	July 28, 1999	75/761,130 (ITU)
Use	United States	STRATEGY.COM	August 14, 2001	2,478,479

**AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2001 (the "Amendment"), is made pursuant to Section 6 of that certain Trademark Security Agreement, dated as of February 9, 2001 (the "Trademark Security Agreement"), by **MICROSTRATEGY INCORPORATED**, a Delaware corporation ("MicroStrategy") and **STRATEGY.COM INCORPORATED**, a Delaware corporation ("SDC", together with MicroStrategy, the "Debtors"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Secured Party"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, MicroStrategy and Secured Party are parties to that certain Trademark Security Agreement submitted for recordation with the United States Trademark Office on or about February 23, 2001 at Reel 002240, Frame 0438; and

WHEREAS, the Debtors and Secured Party wish to amend the Trademark Security Agreement by adding SDC as a party thereto and by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. The Debtors and Secured Party hereby agree that (x) SDC hereby becomes a party to the Trademark Security Agreement as a "Debtor" thereunder, and (y) that the Trademark Security Agreement shall be amended as follows:

(a) The preamble to the Trademark Security Agreement is hereby amended and restated in its entirety to read as follows:

"This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of February 9, 2001, as amended by that certain Amendment Number One to Trademark Security Agreement dated as of December 31, 2001, as further amended, restated, supplemented or otherwise modified from time to time, is made by **MICROSTRATEGY INCORPORATED**, a Delaware corporation ("Microstrategy"), and **STRATEGY.COM INCORPORATED**, a Delaware corporation ("Strategy") (MicroStrategy and Strategy each individually referred to as a "Debtor"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Secured Party"), with reference to the following:"

2. The Debtors and Secured Party hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

3. Each Debtor hereby: (a) reaffirms all prior grants by such Debtor of security interests in favor of Secured Party in all of such Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants to Secured Party continuing security interests in all of such Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties (with respect to such Debtor) in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. The parties hereto acknowledge and agree that the Trademark Security Agreement, together with this Amendment each constitute a Loan Document (as such term is defined in the Loan Agreement) and that references to "Trademark Security Agreement" in the Loan Agreement or any Loan Document shall be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

MICROSTRATEGY INCORPORATED, a
Delaware corporation

By: 

Name: Eric F. Brown

Title: President & CFO

STRATEGY.COM INCORPORATED, a
Delaware corporation

By: 

Name: Eric F. Brown

Title: Chief Financial Officer

FOOTHILL CAPITAL CORPORATION, a
California corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

MICROSTRATEGY INCORPORATED, a
Delaware corporation

By: _____

Name: _____

Title: _____

STRATEGY.COM INCORPORATED, a
Delaware corporation

By: _____

Name: _____

Title: _____

FOOTHILL CAPITAL CORPORATION, a
California corporation

By: *Craig Gentry*

Name: *Craig Gentry*

Title: *Vice President*

SCHEDULE 1
TO AMENDMENT NUMBER ONE
TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS OF MICROSTRATEGY INCORPORATED

<u>Type</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application No.</u>
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TRADEMARKS OF STRATEGY.COM INCORPORATED

<u>Type</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application No.</u>
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