02-28-2002

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨

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

1. Name of conveying party(ies):

Enron Broadband Services, Inc. 2-28-02

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

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation-State
- ☐ 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: December 3, 2001

2-28-02

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

A. Trademark Application No.(s)
See Schedule A-1 attached hereto

B. Trademark Registration No.(s)
See Schedule A-1 attached hereto

Additional number(s) attached ☑ Yes ☐ No

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

Name: Jackie Lee

Internal Address: Access Information Services

Street Address: 1773 Western Avenue
P.O. Box 3709

City: Albany State: NY Zip: 12203

6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41).....$ 40.00

- ☑ 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.*

| Name of Person Signing | Signature | Date |
|---|---|---|
| Moonsun Kang | | January 30, 2002 |

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

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

| Schedule A-1 to Trademark Security Agreement | | |
|---|---|---|
| Mark | Serial No. | Filing No. |
| **Enron Broadband Services, Inc.** | | |
| EIN | 75/739,827 | 06/30/1999 |

# TRADEMARK SECURITY AGREEMENT

WHEREAS, all right, title and interest in, to and under the Trademark Collateral (as defined below) is owned by one or more of the following entities: ENRON CORP., an Oregon corporation; ENRON NORTH AMERICA CORP., a Delaware corporation; BAM LEASE COMPANY, a Delaware corporation; ENRON BROADBAND SERVICES, INC., an Oregon corporation; ENRON ENERGY SERVICES, INC., a Delaware corporation; ENRON ENERGY SERVICES, L.L.C., a Delaware limited liability company; ENRON ENERGY SERVICES OPERATIONS, INC., a Delaware corporation; ENRON ENERGY MARKETING CORP., a California corporation; ENRON GAS LIQUIDS, INC., a Delaware corporation; ENRON POWER MARKETING, INC., a Delaware corporation; ENA ASSET HOLDINGS, L.P., a Delaware limited partnership; SMITH STREET LAND COMPANY, a Delaware corporation; ENRON TRANSPORTATION SERVICES COMPANY, a Delaware corporation; ENRON METALS & COMMODITY CORP., a Delaware corporation; and PBOG CORP., a Delaware corporation; (together with any successors thereto, the "**Grantors**");

WHEREAS, each Grantor, as a Borrower or Guarantor, the Lenders party thereto (the "**DIP Lenders**"), JPMorgan Chase Bank, as Collateral Agent, Citicorp USA, Inc., as Paying Agent, and JPMorgan Chase Bank and Citicorp USA, Inc., as Co-Administrative Agents are parties to a Revolving Credit and Guaranty Agreement dated as of December 3, 2001 (as the same may be amended from time to time, the "**DIP Credit Agreement**");

WHEREAS, pursuant to the terms of a Security and Pledge Agreement dated as of December 3, 2001 (as such agreement may be further amended from time to time, the "**DIP Security Agreement**") among Grantors, the other lien grantors party thereto and JPMorgan Chase Bank, as Collateral Agent for the Secured Parties (as defined in the DIP Security Agreement) (in such capacity, together with its successors in such capacity, "**Grantee**"), each Grantor has granted to Grantee for the benefit of the Secured Parties a continuing security interest in substantially all the assets of such Grantor, including all right, title and interest of each such Grantor in, to and under the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the DIP Credit Agreement);

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

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



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

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor 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 such Grantor, including, without limitation, any Trademark referred to in Schedule A-1 hereto, and all rights and benefits of such Grantor under any trademark license, or for injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints 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 such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the DIP Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor 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 DIP Credit Agreement, each Grantor 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 to Grantee pursuant to the DIP Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the DIP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 3rd day of December, 2001.

ENRON CORP.

By: Raymond M. Bowen Jr.

Title: Authorized Signatory



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ENRON NORTH AMERICA CORP.

By: Raymond M. Bowen Jr. CRW
Title: Authorized Signatory

BAM LEASE COMPANY

By: Raymond M. Bowen Jr. CRW
Title: Authorized Signatory

ENRON BROADBAND SERVICES, INC.

By: Raymond M. Bowen Jr. CRW
Title: Authorized Signatory

ENRON ENERGY SERVICES, INC.

By: Raymond M. Bowen Jr. CRW
Title: Authorized Signatory

ENRON ENERGY SERVICES, L.L.C.

By: Raymond M. Bowen Jr. CRW
Title: Authorized Signatory

ENRON ENERGY SERVICES
OPERATIONS, INC.

By: Raymond M. Bowen Jr. CRW
Title: Authorized Signatory



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ENRON ENERGY MARKETING CORP.

By: _____ CCW
Title: Authorized Signatory

ENRON GAS LIQUIDS, INC.

By: _____ CCW
Title: Authorized Signatory

ENRON POWER MARKETING, INC.

By: _____ CCW
Title: Authorized Signatory

ENA ASSET HOLDINGS, L.P.

By: _____ CCW
Title: Authorized Signatory

SMITH STREET LAND COMPANY

By: _____ CCW
Title: Authorized Signatory



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ENRON TRANSPORTATION SERVICES COMPANY

By: _____
Title: Authorized Signatory

ENRON METALS & COMMODITY CORP.

By: _____
Title: Authorized Signatory

PBOG CORP.

By: _____
Title: Authorized Signatory



RECORDED: 02/28/2002

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