

05-17-2002

(Rev. 3-01)

LY

Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



To the Honorable Commi:

102094579

ached original documents or copy thereof.

1. Name of conveying party(ies):
NEXION, INC.

2. Name and address of receiving party(ies)

Name: SABRE, INC.

Internal Address:

Street Address: 3150 Sabre Drive, MD 9105

City: Southlake

State: Texas

ZIP: 76092-2129

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

5-7-02

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

3. Nature of conveyance:

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

Execution Date: January 10, 2002

- 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

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

A. Trademark Application No.(s)
76/012,492

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Priscilla Ferguson

Internal Address: Akin Gump Strauss Hauer & Feld, LLP

Street Address: P.O. Box 688

City: Dallas,

State: Texas

ZIP: 75313-0688

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.

Priscilla L. Ferguson
Name of Person Signing

Priscilla Ferguson
Signature

April 29, 2002
Date

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

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

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "*Agreement*") dated as of January 10, 2002, between Nexion, Inc., a Delaware corporation (the "*Borrower*") and Sabre Inc., a Delaware corporation (the "*Secured Party*").

A. The Borrower and the Secured Party have entered into that certain Security Agreement dated as of January 10, 2002 (the "*Security Agreement*"), whereby the Borrower granted to the Secured Party a security interest in the Borrower's Patent Collateral, Trademark Collateral, and Copyright Collateral (the "*Security Interest*").

B. It is the intent of the Borrower and the Secured Party that this Agreement be used to record the Security Interest in the records of the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto, intending to be legally bound, agree as follows:

STATEMENT OF AGREEMENT

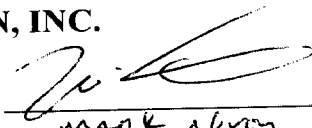
Section 1. Definitions. Capitalized terms used in this Agreement, to the extent not otherwise defined herein, shall have the same meanings as defined in the Security Agreement.

Section 2. Identification of Trademark Collateral. The Trademark Collateral that is the subject of the Security Interest includes but is not limited to the trademark NEXION serial number 76/012492.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

Borrower:

NEXION, INC.

By: 
Name: mark Nixon
Title: president

Secured Party:

SABRE INC.

By: _____
Name: James E. Murphy
Title: Senior Vice President Corporate Development and Treasurer

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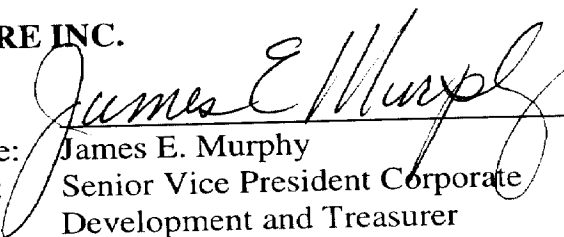
Borrower:

NEXION, INC.

By: _____
Name: _____
Title: _____

Secured Party:

SABRE INC.

By: 
Name: James E. Murphy
Title: Senior Vice President Corporate Development and Treasurer