

05-22-2002

ET

Docket No.:

Y

11064.4000006



102099342

Tab settings

RE

To the Honorable Commissioner of Pat

record the attached original documents or copy thereof.

1. Name of conveying party(ies): RE DOCUMENT ID

2. Name and address of receiving party(ies):

VBrick Systems, Inc.

Name: PNC Bank, National Association

NO. 102015135

Internal Address:

5.15.02

Street Address: 500 First Avenue

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

City: Pittsburgh State: PA ZIP: 15219

Additional names(s) of conveying party(ies) Yes No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

3. Nature of conveyance:

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

Execution Date: February 7, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76/057086,
78/079975
78/097382

2407662, 2472913
2366216, 2498475 (DUPLICATE, S.N. 78/019347)
2391541, 2541792 (PRIOR S.N. 78/026224)

Additional numbers Yes No

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

6. Total number of applications and registrations involved: 9

Name: Kevin S. Blanton, Esquire

7. Total fee (37 CFR 3.41): \$ 240.00

Internal Address: Buchanan Ingersoll, P.C.

- Enclosed
- Authorized to be charged to deposit account

Street Address: Eleven Penn Center

8. Deposit account number:

1835 Market Street, 14th Floor

502194 (Authorized for credit or charge)

City: Philadelphia State: PA ZIP: 19103

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.

Kevin S. Blanton, Esquire

May, 15, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

9

TRADEMARK

REEL: 002511 FRAME: 0087

**CONSOLIDATED AMENDED AND RESTATED GRANT OF SECURITY
INTEREST IN TRADEMARKS,
SERVICEMARKS AND TRADENAMES**

WHEREAS, VBRICK SYSTEMS, INC., a Delaware corporation, having its principal place of business at 12 Beaumont Road, Wallingford, CT 06492 (the "Company"), is the owner of the entire right, title and interest in and to the trademarks, servicemarks and tradenames listed on Schedule A annexed hereto and made a part hereof (the "Trademark Collateral"); and

WHEREAS, pursuant to the provisions of a Rider to Consolidated Amended and Restated Loan and Security Agreement of even date herewith (collectively, the "Security Agreement") between the Company and PNC Bank, National Association (the "Bank"), the Company has granted to the Bank a security interest in and to certain assets of the Company; and

WHEREAS, pursuant to the provisions of the Security Agreement, the Company is obligated to grant to the Bank a security interest in and to, among other things, the Trademark Collateral in order to secure the payment and performance of the Obligations, as such term is defined in the Security Agreement;

NOW, THEREFORE, in furtherance of and in order to confirm the security interest granted under the Security Agreement and intending that this Grant shall be recorded in the United States Patent and Trademark Office, the Company does hereby grant to the Bank a security interest in all of its rights, title and interest in and to the Trademark Collateral, including all the goodwill of the Company associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits (hereinafter collectively referred to as "TRADEMARK RIGHTS").

The Company warrants and represents to the Bank that it is the true and lawful exclusive owner of the TRADEMARK RIGHTS and the interests herein granted; that it has full power and authority to make the within grant; that it has no notice of any suits or actions commenced or threatened against it with reference to the TRADEMARK RIGHTS or the interests granted herein; and that all interests granted herein are so granted free from all liens, charges and encumbrances of every kind and character.

The within grant to the Bank and all rights and privileges granted to the Bank hereunder are made by the Company in furtherance of the provisions of the Security Agreement and in confirmation of the security interest granted thereunder and as security for all Obligations, as such terms is defined in the Security Agreement. Upon the occurrence of an Event of Default under any Loan Documents (as such term is defined in the Security Agreement), the Bank shall have the right to take and use the TRADEMARK RIGHTS; and, in the event of the occurrence of such Event of Default, the Company shall, at the request of the Bank, execute such other further documents that the Bank may request to further confirm this and to transfer to the Bank

ownership of the TRADEMARK RIGHTS in the United States Patent and Trademark Office and elsewhere, all without further consideration to the Company.

The security interest herein granted shall terminate contemporaneously with the Security Agreement.

The parties hereto shall have the rights and remedies of a secured party and debtor, respectively, under the Uniform Commercial Code.

This Grant shall be binding upon the Company and shall inure to the benefit of the Bank and its respective successors and assigns.

This Grant shall amend but not be a substitution or replacement for that certain Grant of Security Interest in Trademarks, Servicemarks and Tradenames dated October 1, 1999, as amended and restated from time to time, which continues to be binding on the parties hereto.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its authorized officer and its corporate seal to be hereunto affixed as of this 7th day of February, 2002.

BORROWER:

ATTEST

VBRICK SYSTEMS, INC

By: Charles A. Baudinet

By: 

Name: Charles A. Baudinet
Title: Vice President - Finance

Name: Frederick F. Geyer
Title: Chief Executive Officer

BANK:

**PNC BANK, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the Company has caused these presents to be signed by its authorized officer and its corporate seal to be hereunto affixed as of this 1st day of February, 2002.

BORROWER:

VBRICK SYSTEMS, INC.

ATTEST

By: _____
Name: Charles A. Baudinet
Title: Vice President - Finance

By: _____
Name: Frederick F. Geyer
Title: Chief Executive Officer

BANK:

**PNC BANK, NATIONAL
ASSOCIATION**

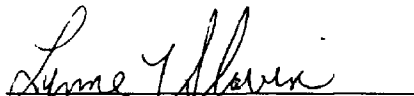
By: David B. Keith
Name: David B. Keith
Title: Financial Officer

STATE OF CONNECTICUT :

s.s.: Wallingford

COUNTY OF NEW HAVEN:

On the 7th day of February, 2002, before me personally came Frederick F. Geyer, to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of **VBRICK SYSTEMS, INC.**, described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of such corporation; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



Notary Public

My Commission Expires: 12/31/04

VBrick Systems, Inc. - Registered Trademarks and ITU Applications for which an Amendment to Allege Use or Statement of Use Has Been Accepted

Registration/ Serial No.	Mark	Registration/ Filing Date	Country
2,407,662	VBRICK SYSTEMS	07/29/98	USA
2,366,216	DESIGN OF GRID BRICKS	06/11/99	USA
2,391,541	BUILDING VISION ACROSS YOUR NETWORK	10/20/99	USA
2,472,913	RONDAVIEW	10/20/99	USA
2,498,475	ETHERNETV LOGO DESIGN	10/16/01	USA

VBrick Systems, Inc. - Pending Use Trademark Applications

Serial No.	Mark	Filing Date	Country
76/057086	ETHERNETV	05/25/00	USA
78/019347	ETHERNETV LOGO DESIGN	08/02/00	USA
78/026224	STREAMPUMP	09/16/00	USA
78/079975	VBXCODER	08/18/01	USA
78/097382	TV@WORK	12/08/01	USA

Note: Applications were filed for the trademarks: STREAMPLAYER and MEDIA VIEWER. Both applications have been abandoned.

VBrick Systems, Inc. - Pending Foreign Trademark Applications

Serial No.	Mark	Filing Date	Country
	None		