



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

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

102142985

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

1. Name of conveying party(ies): TCOM, L.P. 06/28/02
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: Prudent Capital I, L.P.
Internal Address: c/o Prudent Management, LLC
Street Address: 1120 Conn. Ave., N.W. Ste 1200
City: Washington State: DC Zip: 20036
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: 6/20/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/125937
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,023,982; 2,018,678; 1,946,257
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lisa A. Olivieri
Internal Address: Thomas & Libowitz, P.A.
Street Address: 100 Light Street, Suite 1100
City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41) \$ 215.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Lisa Olivieri
Name of Person Signing

Signature

6/28/02
Date

Total number of pages including cover sheet, attachments, and document: 18

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

07/02/2002 GTM11 00000219 76125937

01 FC:481 40.00 OP
02 FC:482 175.00 OP

**Recordation Form Cover Sheet
TRADEMARKS ONLY**

**Additional Trademark Registration No.(s)
Page 2**

1,934,412
1,972,143
1,977,116
1,911,948

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "**Agreement**") is made as of this 20th day of June, 2002, by TCOM, L.P., a Delaware limited partnership (the "**Pledgor**"), in favor of Prudent Capital I, L.P., a Maryland limited partnership (the "**Lender**"); witnesseth:

Recitals

Borrower has applied to the Lender for a loan facility in the maximum principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "**Financial Accommodation**") pursuant to the provisions of a certain Loan Agreement of even date herewith (the "**Loan Agreement**") by and between the Lender and the Pledgor. The Financial Accommodation is to be evidenced by, and repaid with interest in accordance with the provisions of, a Promissory Note of even date herewith (the "**Note**") made by the Pledgor payable to the order of Lender. The Lender has required, as a condition to the making of the Financial Accommodation, the execution of this Agreement by the Pledgor. **Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement; provided, however, all terms used in Section 1 "Collateral" without definition which are defined by the Maryland Uniform Commercial Code shall have the meaning assigned to them by the Maryland Uniform Commercial Code, as in effect on the date hereof, unless and to the extent varied by this Agreement.**

NOW, THEREFORE, in order to secure (a) the prompt payment of all past, present, and future indebtedness, liabilities, and obligations of the Pledgor to the Lender of any nature whatsoever in connection with the Financial Accommodation (collectively, the "**Pledgor's Liabilities**"), and (b) the performance by the Pledgor of all of the terms, conditions, and provisions of this Agreement, the Loan Agreement, the Note, the Warrant, and any of the other Loan Documents, or in connection with any of the Pledgor's Liabilities, the Pledgor agrees with the Lender as follows:

1. **Collateral.** The Pledgor hereby grants to the Lender a security interest in the following property of the Pledgor, both now owned and hereafter acquired (the "**Collateral**"):

A. **Accounts;**

B. **Chattel paper;**

C. **Deposit accounts;**

D. **Documents;**

E. **Equipment;**

F. **Fixtures;**

G. **General intangibles (including, without limitation, the "Intellectual Property" collaterally assigned pursuant to the Collateral Assignment of Intellectual Property dated of even date herewith from Pledgor in favor of Lender);**

H. **Goods;**

I. **Instruments;**

J. ***Inventory;***

K. ***Investment property;***

L. ***Letter of credit rights; and***

M. ***Proceeds and products of all the forgoing.***

2. ***Payment and Performance.*** The Pledgor will pay the Pledgor's Liabilities as and when due and payable and will perform, comply with, and observe the terms and conditions of the Loan Documents to be performed, complied with, and observed by the Pledgor.

3. ***Title to Collateral.*** The Pledgor represents and warrants that it is the owner of the Collateral and has good title to the Collateral free and clear of all liens, security interests, and other encumbrances except for those in favor of the Lender, and those in favor of Fleet Bank, its successors and assigns, liens for taxes, assessments or similar charges either not yet due or being contested in good faith; liens of materialmen, mechanics, warehousemen or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; and purchase money liens or purchase money security interests upon or in any property acquired or held by Pledgor in the ordinary course of business.

4. ***Further Assurances.*** The Pledgor will defend its title to the Collateral against all persons other than those persons who hold or have rights with respect to liens, security interests or encumbrances as provided and permitted by Sections 3 and 5 hereof and will, upon request of the Lender, (a) furnish such further assurances of title as may be required by the Lender, and (b) deliver and execute or cause to be delivered and executed, in form and content satisfactory to the Lender, any financing, continuation, termination, or security interest filing statement, security agreement, or other document as the Lender may reasonably request in order to perfect, preserve, maintain, or continue the perfection of the Lender's security interest in the Collateral and/or its priority. The Pledgor will pay the costs of filing any financing, continuation, termination, or security interest filing statement as well as any recordation or transfer tax required by law to be paid in connection with the filing or recording of any such statement. A carbon, photographic, or other reproduction of a security agreement or a financing statement is sufficient as a financing statement.

5. ***Transfer and Other Liens.*** The Pledgor will not sell, lease, transfer, exchange, or otherwise dispose of the Collateral, or any part thereof (except in the ordinary course of business), without the prior written consent of the Lender and will not permit any lien, security interest, or other encumbrance to attach to the Collateral, or any part thereof, other than those in favor of the Lender, those liens disclosed on Schedule 3 hereof or those permitted by the Lender in writing, liens for taxes, assessments or similar charges either not yet due or being contested in good faith; liens of materialmen, mechanics, warehousemen or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; and purchase money liens or purchase money security interests upon or in any property acquired or held by Pledgor in the ordinary course of business; except that the Pledgor may, in the ordinary course of its business, and in the absence of an Event of Default hereunder, collect its accounts and chattel paper and sell its inventory and replace its equipment.

6. ***Financial Statements, Books and Records.*** The Pledgor will (a) at all times maintain, in accordance with generally accepted accounting principles, accurate and complete books and records pertaining to the operation, business, and financial condition of the Pledgor and pertaining to the Collateral and any contracts and collections relating to the Collateral, (b) furnish to the Lender promptly upon request, and in the form and content and at the intervals specified by the Lender, such financial statements, reports, schedules, and other information with respect to the operation, business affairs, and financial condition of the Pledgor as the Lender may from time to time reasonably require, (c) at all reasonable times and without hindrance or delay, permit the Lender or any person designated by the Lender upon two days prior notice to enter any place of business of the Pledgor or any other premises where any books, records, and other data concerning the Pledgor and/or the Collateral may be kept and to examine, inspect, and at Lender's expense

make extracts from and photocopies of any such books, records, and other data, (d) furnish to the Lender promptly upon request and in the form and content reasonably specified by the Lender lists of purchasers of inventory, aging of accounts, aggregate cost or wholesale market value of inventory, schedules of equipment, and other data concerning the Collateral as the Lender may from time to time reasonably specify, and (e) mark its books and records in a manner satisfactory to the Lender so that the Lender's rights in and to the Collateral will be shown.

7. **Name of Pledgor, Place(s) of Business, and Location of Collateral.** The Pledgor represents and warrants that its correct legal name is as specified on the signature lines of this Agreement, and each legal or trade name of the Pledgor for the previous twelve (12) years (if different from the Pledgor's current legal name) is as specified herein on the signature lines of this Agreement. Without the prior written consent of the Lender, the Pledgor will not change its name, dissolve, merge, or consolidate with any other person. The Pledgor warrants that the address of the Pledgor's chief executive office and the address of each other place of business of the Pledgor are as specified herein the signature lines of this Agreement. The Collateral and all books and records pertaining to the Collateral have been, are, and will be located at the Pledgor's chief executive office specified herein or at any other place of business which may be specified herein or with respect to inventory, such other locations as is consistent with the normal course of Pledgor's operations. The Pledgor will promptly advise the Lender in writing of the opening of any new place of business and of any change in the location of the places where the Collateral, or any part thereof, or the books and records concerning the Collateral, or any part thereof, are kept or permitted to be kept pursuant to this Section 7.

8. **Care of Collateral.** The Pledgor will maintain the Collateral in good condition and will not do or permit anything to be done to the Collateral that may impair its value (normal wear and tear excepted) or that may violate the terms of any insurance covering the Collateral or any part thereof. The Lender shall have no duty to, and the Pledgor hereby releases the Lender from, all claims for loss or damage caused by the failure to collect or enforce any account or chattel paper or to preserve rights against prior parties to the Collateral.

9. **Insurance.** The Pledgor will insure such of the Collateral as is reasonably specified by the Lender against such casualties and risks (including casualty, public liability, and property damage risks) in such form and amount as may from time to time be reasonably required by the Lender. All casualty and similar insurance policies shall reflect the Lender as an "**Additional Insured**" and all certificates of insurance shall be furnished to the Lender. The Pledgor will pay all premiums due or to become due for such insurance and hereby assigns to the Lender any returned or unearned premiums which may be due upon cancellation of insurance coverage. After and during an Event of Default the Lender is hereby irrevocably (a) appointed the Pledgor's attorney-in-fact (which appointment is coupled with an interest) to endorse any draft or check which may be payable to the Pledgor in order to collect such returned or unearned premiums or the proceeds of insurance and (b) authorized to apply such insurance proceeds in the same manner and order as the proceeds of sale or other disposition of the Collateral are to be applied pursuant to Section 19 hereof.

10. **Taxes.** The Pledgor will pay as and when due and payable all taxes, levies, license fees, assessments, and other impositions levied on the Collateral or any part thereof or for its use and operation unless said taxes, levies, license fees, assessments, and other impositions are being contested in good faith.

11. **Equipment Not Fixtures.** The Pledgor warrants that all equipment which constitutes a part of the Collateral is personalty and is not and will not be affixed to real estate in such manner as to become a fixture or part of such real estate. If, in the opinion of the Lender, any such equipment is or may become part of any real estate, the Pledgor will furnish to the Lender a written waiver by the record owner of such real estate of all interest in such equipment and a written subordination to the Lender's security interest and lien by any person who has a lien on or security interest in such real estate which is or may be superior to the Lender's security interest hereunder.

12. **Specific Assignments.** After and during an Event of Default promptly, upon request by the Lender, the Pledgor will execute and deliver to the Lender written assignments, endorsements, and/or schedules, in form and content satisfactory to the Lender, of specific chattel paper and accounts or groups of

accounts or chattel paper, but the security interest of the Lender hereunder shall not be limited in any way by such assignments. Such accounts and chattel paper are to secure payment of the Pledgor's Liabilities and performance of the Loan Documents and are not sold to the Lender whether or not any assignment thereof which is separate from this Agreement is in form absolute.

13. **Delivery, etc., of Chattel Paper.** After and during an Event of Default, the Pledgor will promptly upon request by the Lender deliver, assign, and endorse to the Lender all chattel paper and all other documents held by the Pledgor in connection therewith.

14. **Government Contracts.** If any account or chattel paper arises out of a contract or contracts with the United States of America or any department, agency, or instrumentality thereof, the Pledgor shall promptly notify the Lender thereof in writing and execute any instruments or take any steps required by the Lender in order that all moneys due or to become due under such contract or contracts shall be assigned to the Lender and notice thereof given under the Federal Assignment of Claims Act.

15. **Collateral Account.** If all or any part of the Collateral at any time consists of inventory, accounts, or chattel paper, the Pledgor will, upon the request of the Lender after an occurrence and during the continuance of an Event of Default hereunder at any time and from time to time deposit or cause to be deposited to a bank account designated by the Lender and from which the Lender alone has power of access and withdrawal (the "**Collateral Account**") all checks, drafts, cash, and other remittances in payment or on account of payment of such inventory, accounts, or chattel paper and the cash proceeds of any returned goods, the sale or lease of which gave rise to an account or chattel paper (all of the foregoing herein collectively referred to as "**Items of Payment**"). The Pledgor shall deposit the Items of Payment for credit to the Collateral Account within two (2) business days of the receipt thereof, and in precisely the form received, except for the endorsement of the Pledgor where necessary to permit the collection of the Items of Payment, which endorsement the Pledgor hereby agrees to make. Pending such deposit, the Pledgor will not commingle any of the Items of Payment with any of its other funds or property but will hold them separate and apart. At least once a week, the Lender will apply the whole or any part of the collected funds credited to the Collateral Account against the Pledgor's Liabilities or credit such collected funds to a banking account of the Pledgor with the Lender, the order and method of such application to be in the sole discretion of the Lender.

16. **Rights of Lender and Duties of Pledgor.** If all or any part of the Collateral at any time consists of inventory, accounts, or chattel paper, (a) after the occurrence and during the continuance of an Event of Default hereunder the Lender may at any time and from time to time and the Pledgor hereby irrevocably appoints the Lender as its attorney-in-fact (which appointment is coupled with an interest), with power of substitution, in the name of the Lender or in the name of the Pledgor or otherwise, for the use and benefit of the Lender, but at the cost and expense of the Pledgor and without notice to the Pledgor, to (i) notify the account debtors obligated on any of the Collateral to make payments thereon directly to the Lender, and to take control of the cash and non-cash proceeds of any such Collateral; (ii) charge to any banking account of the Pledgor with a financial institution selected by the Lender any Item of Payment credited to the Collateral Account which is dishonored by the drawee or maker thereof; (iii) compromise, extend, or renew any of the Collateral or deal with the same as it may deem advisable; (iv) release, make exchanges or substitutions for, or surrender all or any part of the Collateral; (v) remove from the Pledgor's place of business all books, records, ledger sheets, correspondence, invoices, and documents relating to or evidencing any of the Collateral or, without cost or expense to the Lender, make such use of the Pledgor's place(s) of business as may be reasonably necessary to administer, control, and collect the Collateral; (vi) repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any account debtor; (vii) demand, collect, receipt for, and give renewals, extensions, discharges, and releases of any of the Collateral; (viii) institute and prosecute legal and equitable proceedings to enforce collection of, or realize upon, any of the Collateral; (ix) settle, renew, extend, compromise, compound, exchange, or adjust claims with respect to any of the Collateral or any legal proceedings brought with respect thereto; (x) endorse the name of the Pledgor upon any Items of Payment relating to the Collateral or upon any proof of claim in bankruptcy against an account debtor; and (xi) receive and open all mail addressed to the Pledgor and, if an Event of Default exists

hereunder, notify postal authorities to change the address for the delivery of mail to the Pledgor to such address as the Lender may designate; and (b) the Pledgor will (i) on demand, make available in form acceptable to the Lender shipping documents and delivery receipts evidencing the shipment of goods which gave rise to the sale or lease of inventory or of an account or chattel paper, completion certificates, or other proof of the satisfactory performance of services which gave rise to the sale or lease of inventory or of an account or chattel paper, copies of the invoices arising out of the sale or lease of inventory or for an account, and the Pledgor's copy of any written contract or order from which the sale or lease of inventory, an account, or chattel paper arose; and (ii) when requested, regularly advise the Lender whenever an account debtor, except in the ordinary course of business, returns or refuses to retain any goods, the sale or lease of which gave rise to an account or chattel paper, and of any delay in delivery or performance outside of the ordinary course of business, or claims made, in regard to any sale or lease of inventory, account, or chattel paper, and will comply with any instructions which the Lender may give regarding the sale or other disposition of such returns.

17. **Performance by Lender.** If the Pledgor fails to perform, observe, or comply with any of the conditions, terms, or covenants contained in this Agreement, the Lender, without notice to or demand upon the Pledgor and without waiving or releasing any of the Pledgor's Liabilities or any Event of Default, may (but shall be under no obligation to) at any time thereafter perform such conditions, terms, or covenants for the account and at the expense of the Pledgor, and may enter upon any place of business or other premises of the Pledgor for that purpose and take all such action thereon as the Lender may consider necessary or appropriate for such purpose. All sums paid or advanced by the Lender in connection with the foregoing and all out of pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith (collectively, the "**Expense Payments**") together with interest thereon at a per annum rate of interest which is equal to the then highest rate of interest charged on the principal of any of the Pledgor's Liabilities, plus one percent (1%) per annum, from the date of payment until repaid in full, shall be paid by the Pledgor to the Lender on demand and shall constitute and become a part of the Pledgor's Liabilities secured hereby.

18. **Default.** The occurrence of any one or more of the following events shall constitute an event of default (an "**Event of Default**") under this Agreement: (a) failure of the Pledgor to pay any of the Pledgor's Liabilities from the date when due and payable; (b) failure of the Pledgor to perform, observe, or comply with any of the provisions of this Agreement or of the other Loan Documents of the date when such performance or compliance was due; or (c) the occurrence of an Event of Default (as defined therein) under any of the other Loan Documents.

19. **Rights and Remedies upon Default.** Upon the occurrence of an Event of Default hereunder (and in addition to all of its other rights, powers, and remedies under this Agreement), the Lender may, at its option, and without notice to the Pledgor, declare the unpaid balance of the Pledgor's Liabilities to be immediately due and payable. The occurrence or non-occurrence of an Event of Default shall in no manner impair the ability of the Lender to demand payment of any portion of the Pledgor's Liabilities which are payable on demand. The Lender shall have all of the rights and remedies of a secured party under the Maryland Uniform Commercial Code and other applicable laws. Upon the occurrence of an Event of Default hereunder, the Pledgor, upon demand by the Lender, shall assemble the Collateral and make it available to the Lender at a place designated by the Lender which is mutually convenient to both parties. Upon the occurrence of an Event of Default hereunder, the Lender or its agents may enter upon the Pledgor's premises to take possession of the Collateral, to remove it, to render it unusable, or to sell or otherwise dispose of it, all without judicial process or proceedings. Any written notice of the sale, disposition, or other intended action by the Lender with respect to the Collateral which is required by applicable laws and is sent by certified mail, postage prepaid, to the Pledgor at the address of the Pledgor's chief executive office specified herein, or such other address of the Pledgor which may from time to time be shown on the Lender's records, at least ten (10) days prior to such sale, disposition, or other action, shall constitute reasonable notice to the Pledgor. The Pledgor shall pay on demand all out of pocket costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by or on behalf of the Lender (a) in enforcing the Pledgor's Liabilities, and (b) in connection with the taking, holding, preparing for sale or other

disposition, selling, managing, collecting, or otherwise disposing of the Collateral. All of such costs and expenses (collectively, the "**Liquidation Costs**") together with interest thereon at a per annum rate of interest which is equal to twenty-five percent (25%) per annum, from the date of payment until repaid in full, shall be paid by the Pledgor to the Lender on demand and shall constitute and become a part of the Pledgor's Liabilities secured hereby. Any proceeds of sale or other disposition of the Collateral will be applied by the Lender to the payment of Liquidation Costs and Expense Payments, and any balance of such proceeds will be applied by the Lender to the payment of the remaining Pledgor's Liabilities in such order and manner of application as the Lender may from time to time in its sole discretion determine with the balance, if any to Pledgor.

20. **Deficiency.** If the sale or other disposition of the Collateral fails to fully satisfy the Pledgor's Liabilities, the Pledgor shall remain liable to the Lender for any deficiency.

21. **Remedies Cumulative.** Each right, power, and remedy of the Lender as provided for in this Agreement or in the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or in the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Lender of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers, or remedies.

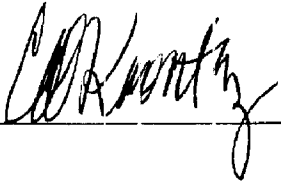
22. **Waiver.** No failure or delay by the Lender to insist upon the strict performance of any term, condition, covenant, or agreement of this Agreement or of the other Loan Documents, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude the Lender from exercising any such right, power, or remedy at any later time or times. By accepting payment after the due date of any of the Pledgor's Liabilities, the Lender shall not be deemed to have waived the right either to require payment when due of all other Pledgor's Liabilities or to declare an Event of Default for failure to effect such payment of any such other Pledgor's Liabilities. The Pledgor waives presentment, notice of dishonor, and notice of non-payment with respect to accounts and chattel paper.

23. **Miscellaneous.** The paragraph headings of this Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof. Neither this Agreement nor any term, condition, covenant, or agreement hereof may be changed, waived, discharged, or terminated orally but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought. This Agreement shall be governed by the laws of the State of Maryland and shall be binding upon the heirs, personal representatives, successors, and assigns of the Pledgor and shall inure to the benefit of the successors and assigns of the Lender. Any notice required to be given pursuant to this Agreement shall be given in accordance with Section 9.4 of the Loan Agreement. As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require, and the term "**person**" shall include an individual, a corporation, an association, a partnership, a trust, and an organization. Unless varied by this Agreement, all terms used herein which are defined by the Maryland Uniform Commercial Code shall have the same meanings hereunder as assigned to them by the Maryland Uniform Commercial Code.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE]


The signature and seal of the Pledgor are subscribed to this Agreement the day and year written above.

WITNESS/ATTEST:



PLEDGOR:

TCOM, L.P.
By: CSG, Inc., General Partner

By:  (SEAL)
Name: ~~David E. Barlow~~
Title: President

Address of Pledgor's chief executive office:

7115 Thomas Edison Drive
Columbia, MD 21046

Address(es) where Collateral is or is to be located:

(1) 7115 Thomas Edison Drive
Columbia, MD 21046

(2)

Address(es) of other place(s) of business of the Pledgor:

(1)

(2)

Previous legal and/or trade name(s) of the Pledgor:

(1) _____
(2) _____

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY ("**Assignment**") is made as of this 20th day of June, 2002 between (1) **TCOM, L.P.**, a Delaware limited partnership ("**Assignor**"), and (2) **PRUDENT CAPITAL I, L.P.**, a Maryland limited partnership (the "**Assignee**").

WHEREAS, Assignor, Assignee and others entered into a Loan Agreement of even date herewith ("**Loan Agreement**"), pursuant to which Assignee has agreed to make a loan facility available to Assignor, such loan facility to be evidenced by, among other things, Assignor's Promissory Note of even date herewith made to the order of Assignee in the maximum principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "**Note**"). As a condition to the making of the loan facility, Assignee requires that Assignor enter into this Assignment;

WHEREAS, any capitalized term used herein and not otherwise defined herein shall have the meaning given to it in the Loan Agreement; and

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Intellectual Property described in **Exhibit A** annexed hereto and made a part hereof.

NOW THEREFORE, in consideration of the premises and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the undersigned parties agree as set forth below.

1. **Grant of Security Interest.** Assignor hereby assigns to Assignee a security interest in all of Assignor's now-existing or hereafter acquired right, title and interest in and to the Intellectual Property identified in **Exhibit A** and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof and any and all proceeds thereof, including, without limitation, any claims by Assignor against third parties for infringement of the Intellectual Property (hereinafter collectively "**Collateral**").

2. **Obligations Secured.** This Assignment is made to Assignee to secure repayment of the Note and to secure payments and performance of all Liabilities.

3. **Warranties and Covenants.**

(a) **Good Title.** All of the existing Collateral is valid and subsisting in full force and effect in its current form as Intellectual Property, such Collateral represents all of the Intellectual Property used in or necessary for the conduct of the business of the Assignor, and Assignor owns the sole, full and clear title thereto. Assignor has the right and power to grant the assignments granted hereunder. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interest or encumbrances of any nature whatsoever, except the assignment granted hereunder.

(b) **No Transfer.** Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of the Collateral without the prior written consent of Assignee to any such action, except as such action is expressly permitted hereunder.

(c) **Lien Perfection.** Assignor will, at Assignor's expense, perform all acts and execute, perfect, maintain, record or enforce the assignment in the Collateral or to otherwise further the provisions of this Assignment. Assignor hereby authorizes Assignee to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Assignee.

(d) Litigation. Assignor has no actual knowledge of any rights, claims or other encumbrances that purport to preclude Assignor from conducting its business, and Assignor has no knowledge of any claim that its use of the Intellectual Property has or will violate any rights, or support any claim of infringement or other claims, of any other person or entity. Assignee may, in its sole discretion, pay any amount or do any act which Assignor fails to do or pay as required hereunder or as requested by Assignee to preserve, defend, protect, maintain, record or enforce the Liabilities, the Collateral, or the assignment granted hereunder, including without limitation, filing fees, court costs, travel expenses and reasonable attorneys' fees. In the event that the Intellectual Property is or becomes the subject of any litigation, Assignee shall at its option have the sole right to control such litigation, select counsel, determine whether settlement shall be offered or accepted, determine and negotiate all settlement terms and be indemnified by Assignor for all costs of litigation and settlement including, without limitation, all costs, expenses and reasonable attorneys' fees. Assignor will be liable to Assignee for any payments under this paragraph which shall be deemed reasonable expenses under the terms of the Note.

(e) No Other Patents/Trademarks; No Pending Applications. As of the date hereof, Assignor has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, other than that described in **Exhibit A** annexed hereto; provided, however, that subject to subsection (f) below Assignor may from time to time file application(s) for trademark(s) and/or patent(s) which, upon filing, shall constitute Collateral for all purposes hereunder.

(f) No Subsequent Applications. Assignor shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless Assignor has by prior written notice informed Assignee of such action and obtained consent thereto (which consent shall not be unreasonably withheld or delayed). Upon request of Assignee, Assignor shall execute and deliver to Assignee any and all assignments, agreements, instruments, documents and such other papers as may be requested by Assignee to effect a collateral assignment of such application to Assignee.

(g) No Abandonment. Except as disclosed in **Exhibit A**, Assignor has not abandoned any pending patent or trademark application and Assignor will not do any act, nor omit to do any act, whereby the patents or trademarks may become abandoned or unenforceable. Assignor shall notify Assignee immediately if it knows or has reason to know of any reason why any application, trademark or patent may become abandoned, invalidated or the subject of any suit.

(h) Maintenance. Assignor will render any assistance necessary to Assignee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application and Intellectual Property, including, without limitation, filing of renewals and paying annuities.

(i) Notify. Assignor will promptly notify Assignee if Assignor (or Affiliate or subsidiary thereof) learns of any use by any person of any infringement of the Intellectual Property. If requested by Assignee, Assignor, at Assignor's expense, shall join with Assignee in such action as Assignee, in Assignee's discretion, may deem advisable for the protection of Assignee's interest in and to the Intellectual Property.

(j) Indemnification. Assignor assumes all responsibility and liability arising from the use of Intellectual Property and Assignor hereby indemnifies and holds Assignee harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by Assignor (or any Affiliate or subsidiary thereof) in connection with any Intellectual Property or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor (or any Affiliate or subsidiary thereof).

4. **Remedies of Assignee.** Upon an Event of Default and in addition to all other rights and remedies of Assignee, whether provided under law or equity or otherwise, Assignee shall have the following rights and remedies which may be exercised without notice to, or consent by, Assignor except as such notice or consent is expressly provided for herein.

(a) **Stop Use.** Assignee may require by written notice that neither Assignor nor any Affiliate or subsidiary of Assignor make any use of the patented inventions or the registered-marks subject hereto for any purpose whatsoever.

(b) **Licenses.** Upon ten (10) days' notice to Assignor, Assignee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Assignee shall in its sole discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or nonexclusive basis throughout the United States of America, its territories and possessions and all foreign countries.

(c) **Sale.** Upon ten (10) days' prior notice to Assignor, Assignee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, but subject to the Uniform Commercial Code for the State of Maryland ("UCC"). Assignee shall have the power to buy the Collateral or any part thereof, and Assignee shall also have the power to execute assurances and perform all other acts which Assignee may, in Assignee's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) **Power of Attorney.** In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Subparagraph 4(b) hereof, Assignee may at any time execute and deliver on behalf of Assignor, one or more instruments of assignment of the Collateral (or application, letters patent or recording relating thereto), in form suitable for filing, recording or registration. Assignor agrees to pay when due all reasonable costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and reasonable attorneys' fees.

(e) **Application of Proceeds; Deficiency.** Assignee may first apply the fees or proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the reasonable costs and expenses thereof, including, without limitation to, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Assignee. Thereafter, Assignee shall apply any remaining proceeds to the Liabilities. Assignor shall remain liable to Assignee for any expenses or Liabilities remaining unpaid after the application of such proceeds, and Assignor will pay Assignee on demand any such unpaid amount, together with interest at the interest rate set forth in the Note.

(f) **Trade Secrets.** In the event that any such license, assignment, sale or other disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Assignor shall supply to Assignee or Assignee's designee, Assignor's knowledge and expertise relating to the manufacture and sale of Assignor's products according to the patented inventions, if any, Assignor's customer lists, and other records relating to the distribution of Assignor's products.

(g) **Non-Exclusive Remedies.** Nothing contained herein shall be construed as requiring Assignee to take any such action at any time. All of Assignee's rights and remedies, whether provided under law, the Liabilities, this Assignment or otherwise shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

5. **Miscellaneous.**

(a) **Satisfaction.** Upon the satisfactory completion of all the terms and conditions of this Assignment and the Liabilities and upon payment in full of all monies due thereunder, Assignee will

execute a re-assignment of the Intellectual Property listed in **Exhibit A** and deliver that re-assignment to Assignor for filing by Assignor, and execute and deliver for filing by Assignor a UCC-3 termination statement, at Assignor's expense.

(b) No Waiver. Any failure or delay by Assignee to require strict performance by Assignor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument, shall not affect Assignee's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of Assignee, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Assignee and directed to Assignor, specifying such waiver.

(c) Notice. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telex or telegram, immediately upon sending; if by Federal Express, express mail or any other overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, five days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other address as either party may designate by notice in accordance with the provisions of this paragraph):

If to Assignor: TCOM, L.P.
7115 Thomas Edison Drive
Columbia, Maryland 21046
Attention: David E. Barlow
Telephone: (410) 312-2301
Facsimile: (410) 213-2455

With a copy to: Thomas J. Schetelich, Esquire
Ferguson, Schetelich & Ballew
1401 Bank of America Center
100 Charles Street
Baltimore, Maryland 21201
Telephone: (410) 837-2200
Facsimile: (410) 837-1188

If to Assignee: Prudent Capital I, L.P.
c/o Prudent Management, LLC
1120 Connecticut Avenue, N.W.
Suite 1200
Washington, DC 20032
Attention: Steven J. Schwartz, Manager
Telephone: (202) 828-9041
Facsimile: (202) 296-6293

With a copy to: C. Wayne Davis, Esquire
Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, MD 21202-1053
Telephone: (410) 752-2468
Facsimile: (410) 752-2046

(d) Severability; Captions. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment, which shall be deemed severable. The captions and paragraph headings herein shall not be considered part of this Assignment.

(e) Parties; Changes. This Assignment shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Assignment signed by the party to be charged thereby.

(f) Choice of Law. The validity, interpretation and effect of this Assignment shall be governed by the laws of the State of Maryland without regard to its rules for conflicts of law.

(g) No Marshalling. Notwithstanding the existence of any other security interests held by Assignee or by any other party, assignee shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein. Assignee shall have the right to determine the order in which any or all portions of the Liabilities are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Assignor, any party who becomes liable for Assignor's obligations and covenants under this Assignment, and any party who now or hereafter acquires a security interest in the Collateral, or any portion thereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

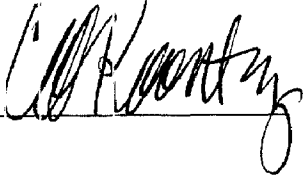
(h) Counterparts. This Assignment may be executed by the parties in one or more counterparts, each of which shall be binding against the signatory and all of which taken together shall constitute one instrument.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the day and year first above written.

"ASSIGNOR":

TCOM, L.P.,
a Delaware limited partnership
By: CSG, Inc., General Partner

Witness: 

By: 
Name: David E. Barlow
Title: President

"ASSIGNEE":

PRUDENT CAPITAL I, L.P.,
a Maryland limited partnership

By: Prudent Management, LLC,
a Maryland limited liability company,
its General Partner

Witness: _____

By: _____
Steven J. Schwartz, Manager

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the day and year first above written.

"ASSIGNOR":

TCOM, L.P.,
a Delaware limited partnership
By: CSG, Inc., General Partner

Witness: _____

By: _____
Name: David E. Barlow
Title: President

"ASSIGNEE":

PRUDENT CAPITAL I, L.P.,
a Maryland limited partnership

By: Prudent Management, LLC,
a Maryland limited liability company,
its General Partner

Witness: *Robert Stewart*

By: *Steven J. Schwartz*
Steven J. Schwartz, Manager

EXHIBIT A

Intellectual Property

ISSUED PATENTS

PATENT NO.:	ISSUE DATE	OWNER
5,713,536	02/03/97	TCOM, L.P.
5,509,756	04/23/96	TCOM, L.P.
5,429,325	07/04/95	TCOM, L.P.
4,999,640	03/12/91	TCOM, L.P.
4,903,036	02/20/91	TCOM, L.P.
4,842,221	06/02/89	TCOM, L.P.
4,842,219	06/27/89	TCOM, L.P.
4,816,620	03/28/89	TCOM, L.P.
4,476,576	10/09/84	TCOM, L.P.
4,402,479	09/06/83	TCOM, L.P.
4,204,213	05/20/80	TCOM, L.P.

REGISTERED TRADEMARKS

REGISTRATION NO.:	ISSUE DATE	OWNER
1,023,982	01/17/73	TCOM, L.P.
2,018,678	11/26/96	TCOM, L.P.
1,946,257	01/09/96	TCOM, L.P.
1,934,412	11/07/96 (Subject to Request for Reinstatement)	TCOM, L.P.
1,972,143	05/07/96	TCOM, L.P.
1,977,116	05/28/96	TCOM, L.P.
1,911,948	09/15/95 (Obsolete—Voluntarily Abandoned)	TCOM, L.P.

PENDING TRADEMARK APPLICATIONS

SERIAL NO.:	FILING DATE	OWNER
76/125937	05/09/00	TCOM, L.P.