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To the Honorable Commissioner of Patents a

Documents or copy thereof.
receiving party(ies):

1. Name of conveying party(ies):
Tornado Development, Inc.

07.25.02

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

102174925
Name: QuestMark Partners, L.P.
Internal
Address: Suite 800
Street Address: One South Street
City: Baltimore State: MD Zip: 21202

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - Delaware
 Corporation _____
 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: July 15, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/152,070 and six others

B. Trademark registration No.(s)
2,519,269 and four others

Additional numbers attached? Yes No

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

Name: Celia G. Spiritos
Internal Address: Hogan & Hartson LLP

Street Address: 8300 Greensboro Drive
Suite 1100
City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
08-2550
(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.

Celia G. Spiritos *Celia Spiritos* 7.25.02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

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

07/30/2002 BTOM11 0000067 76152070

01 FC:481 40.00 OP
02 FC:482 275.00 OP

**ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)**

Item A. U.S. Trademarks

Issued Trademarks

Trademark	Registration No.	Issue Date
TORNADO MESSENGER	2,519,269	December 18, 2001
TORNADO DEVELOPMENT & Design	2,519,268	December 18, 2001
Design Only	2,227,806	March 2, 1999
TORNADO DEVELOPMENT & Design	2,216,029	January 5, 1999
TORNADO ELECTRONIC MESSAGING SYSTEM	2,201,195	November 3, 1998

Trademark Applications

Trademark	Application No.	Filing Date
VIDMAIL	76/152,070	October 19, 2000
TORNADO DEVELOPMENT	76/152,069	October 19, 2000
LDK	76/036,083	April 27, 2000
AIM	76/036,082	April 27, 2000
LIGHTWEIGHT	75/902,923	January 25, 2000
LWTS	75/861,297	December 1, 1999
TEMS	75/331,903	July 28, 1997

AGREEMENT

(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 15 day of July, 2002, between **Tornado Development, Inc.**, a California corporation (the "Grantor"), and **QuestMark Partners, L.P.**, a Delaware limited partnership ("Grantee").

WITNESSETH:

WHEREAS, Grantor has entered into a series of 10% Senior Convertible Notes Due September 30, 2002, dated as of July 15, 2002 (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Senior Convertible Notes") payable to the order of Grantee;

WHEREAS, in connection with the Senior Convertible Notes, the Grantor has executed and delivered a Security Agreement, dated as of July 15, 2002 (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement") whereby Grantor grants to Grantee a security interest in the Collateral (as defined in the Security Agreement) and in the proceeds thereof in order to secure the due payment and performance of the Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Grantee a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Grantee, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the

security interest created hereunder, Grantor hereby grants to Grantee a lien and continuing security interest in, and pledges and assigns to Grantee, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (c) all reissues, extensions or renewals of any of the items described in the foregoing clauses (a) and (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Grantee in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in

limitation of, the security interest granted to the Grantee under the Security Agreement. The Security Agreement (and all rights and remedies of the Grantee thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon payment in full and in cash of all Obligations or upon the conversion of all of the Obligations into the same securities as those issued by the Grantor in a Qualified Offering (as defined in the Senior Convertible Notes) in accordance with Section 2 of the Senior Convertible Notes, the Grantee shall, at the Grantor's expense, execute and deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document. This Agreement is one of the Documents executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Security Agreement.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

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

GRANTOR

TORNADO DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____
Address: _____

Fax Number: [_____]
Attention: [_____]

GRANTEE

QUESTMARK PARTNERS, L.P.

By: Thomas R. Hitchner
Name: Thomas R. Hitchner
Title: President, QuestMark Advisers, LLC
Address: One South Street, Suite 800
Baltimore, Maryland 21202
Fax Number: 410-595-5822