

MCS

10-08-2002

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

102228883

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

1. Name of conveying party(ies):  
**HMP Communications, LLC**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other limited liability company

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

2. Name and address of receiving party(ies)  
 Name: **General Electric Capital Corporation,**  
 Internal **as Agent**  
 Address: \_\_\_\_\_  
 Street Address: **2325 Lakeview Parkway, Suite 700**  
 City: **Alpharetta** State: **GA** Zip: **30004**

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: **September 30, 2002**

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
**1,607,862**

Additional number(s) attached  Yes  No

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

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Susan Lake**  
 Internal Address: **King & Spalding**  
**191 Peachtree Street**  
 Street Address: \_\_\_\_\_  
 City: **Atlanta** State: **GA** Zip: **30303**

7. Total fee (37 CFR 3.41).....\$ **40.00**  
**expedite fee 120.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

10/08/2002 DBYRNE 00000093 1607862

01 FC:481  
02 FC:484

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.*

**Susan Lake**      *Susan Lake*      **October 1, 2002**  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: **7**

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

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2002, by HMP COMMUNICATIONS, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

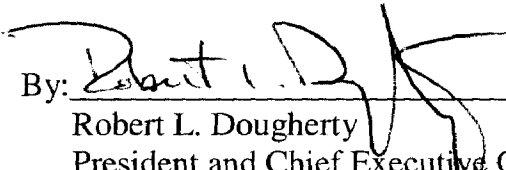
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding the foregoing, Trademark Licenses and Grantor's rights under such Trademark Licenses shall constitute Trademark Collateral only to the extent that Grantor's right, title and interest therein is assignable without consent, or to the extent that the consent of all necessary parties has been obtained; provided that the foregoing provision shall not be deemed to limit or affect in any way the Agent's lien upon and security interest in and to Accounts arising under any such Trademark Licenses.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

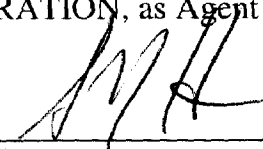
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HMP COMMUNICATIONS, LLC

By:   
Robert L. Dougherty  
President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:   
A Duly Authorized Signatory

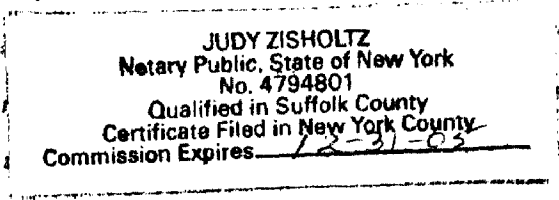
ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
                               )  
COUNTY OF New York )

ss.

On this 30<sup>th</sup> day of September, 2002 before me personally appeared Robert L. Dougherty, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HMP Communications LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Judy Zisholtz  
\_\_\_\_\_  
Notary Public {seal}



ACKNOWLEDGMENT OF AGENT

STATE OF New York )  
COUNTY OF New York )

ss.

On this 30<sup>th</sup> day of September, 2002 before me personally appeared Steve Heise, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of General Electric Capital Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Judy Zisholtz  
Notary Public {seal}

JUDY ZISHOLTZ  
Notary Public, State of New York  
No. 4294801  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires 12-31-05

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Trademarks

PODIATRY TODAY, U.S. Registration No. 1,607,862