

DOCUMENT ID No. 102148748



Attorney Docket No.: 600031.0001

102228969

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

9.17.02

1. Name of conveying party(ies):

Ceyoniq, Inc.
13900 Lincoln Park Drive
Suite 300
Herndon, VA 20171

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

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

H. T. Ardinger & Son Co., Inc.
11 Windors Ridge
Frisco, Texas 75034

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

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

3. Nature of conveyance:

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

Execution Date: October 10, 2001

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

A. Trademark Application No.(s):

~~76/336,326~~
76/055,824
75/742,127
75/741,114

B. Trademark Registration No.(s):

2,458,329	2,327,325	2,082,756
2,397,204	2,330,275	1,742,920
2,343,210	2,327,324	1,743,577
2,327,326	2,327,323	1,522,495

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

Karol A. Kepchar
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
1676 International Drive
Penthouse Suite
McLean, VA 22102
Telephone: 703-891-7500
Facsimile: 703-891-7501
E-Mail: kkepchar@akingump.com

6. Total number of applications and registrations involved: [16]

7. Fee (37 CFR 3.41) 1 x \$40.00 = \$ **40.00**
 15 x \$25.00 = \$ **375.00**
 Total: \$415.00

Check previously enclosed

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature

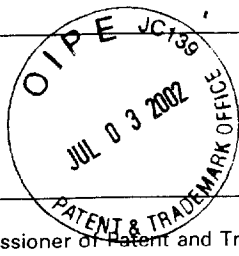
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Chad O'Hara
Name of Person

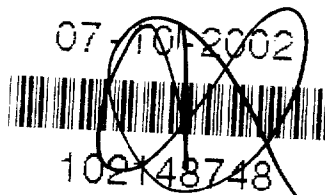
Signing Signature

9/17/02
Date

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



RE



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- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: Delaware
- Other:

7.3.02

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H. T. Ardinger & Son Co., Inc.

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

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

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07/09/2002 TDIAZ1 00000094 76336326

01 FC:481 40.00 OP
02 FC:482 375.00 OP

B. Trademark Registration No.(s):

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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.

Karol A. Kepchar

Name of Person

Karol A. Kepchar
Signing Signature

July 1, 2002
Date

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

EXHIBIT B**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT (the "Security Agreement") is entered into as of October 10, 2001 by CEYONIQ, Inc, a Delaware corporation ("Borrower"), whose principal place of business is 13900 Lincoln Park Drive, Suite 300 Herndon, VA 20171 and CEYONIQ AG ("Guarantor") whose principal place of business is Winterstrasse 49, D-33649 Bielefeld, Germany, in favor of H. T. Ardinger & Son Co., Inc. ("Lender").

Recitals

A. Loan. Borrower has asked Lender to make a revolving loan to Borrower in the principal sum of up to \$5,000,000 (the "Loan"). The proceeds of the Loan are to be used by Borrower to provide working capital for its business (the "Business").

B. Loan Documents. The Loan will be evidenced by a Revolving Credit Agreement of even date herewith (the "Loan Agreement"), a Promissory Note of even date herewith executed by Borrower in favor of Lender (the "Note") and this Security Agreement. This Security Agreement, Loan Agreement, the Note, and all other documents and instruments now or hereafter executed by Borrower in connection with or to evidence or secure payment of the Loan will hereinafter be referred to collectively as the "Loan Documents."

Agreement

NOW, THEREFORE, in consideration of Lender's agreement to make the Loan, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Borrower and Guarantor agree as follows:

1. Security Interest. Borrower hereby grants and assigns to Lender as of the date of this Agreement a security interest in all of Borrower's right, title and interest in and all of the following, wherever located and whether now owned or hereafter acquired by Borrower (the "Collateral"): all "accounts," "general intangibles," "chattel paper," "documents," "letters of credit," "instruments," "deposit accounts," "inventory," "investment property," "fixtures" and "equipment (as such terms are defined in of the Virginia Uniform Commercial Code in effect as of the date hereof), all money, and all property now or at any time in the future in Lender's possession (including claims and credit balances), and all proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing. In the event of a default, the Guarantor will grant and assign to the Lender as of the date of this Agreement a security interest in all of the Guarantor's right, title and interest in and all of the following, wherever located and whether now owned or hereafter acquired by Guarantor (the "Collateral"): all "accounts", "general intangibles", "chattel paper", "documents", "letters of credit", "instruments", "deposit accounts", "inventory", "investment property", "fixtures", and "equipment" (as such terms are defined in the commercial laws of Germany) all money, and all property now or at any time in the future in Guarantor's possession (including

claims and credit balances), and all proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing.

2. Obligations Secured. This Agreement secures the payment and performance of all present and future obligations of Borrower and Guarantor to Lender under the Loan, the Loan Documents, and under any document which recites that it is secured hereby.

3. Rights of Lender. In addition to Lender's rights as a "secured party" under the Virginia Uniform Commercial Code and under the commercial laws of Germany, or as the intent is described herein, as such may be amended or recodified from time to time (the "Code"), Lender may, at any time and at the expense of Borrower or Guarantor, but shall not be obligated to, (a) give notice to any person of Lender's rights hereunder and enforce such rights, (b) insure, protect, defend and preserve the Collateral and any rights or interests of Lender therein, (c) inspect the Collateral, and (d) endorse, collect and receive any payment of money owing to Borrower under or from the Collateral. Lender shall have no duty or obligation to make or give any presentments, demands for performance, notices of nonperformance, notices of protest or notices of dishonor in connection with any of the Collateral.

4. Collateral Designation Statement. Borrower and Guarantor shall, from time to time within ten (10) days after request by Lender, deliver to Lender a written statement indicating the description and location of all Collateral with a value individually of more than \$25,000 then subject to this Agreement.

5. Other Undertakings. In addition to Borrower's and Guarantor's obligations under the other Loan Documents, Borrower and/or Guarantor, at their sole cost, agrees (a) to pay and discharge all taxes, assessments and other charges or levies against the Collateral prior to delinquency thereof, (b) to have and maintain insurance at all times with respect to all Collateral against such risks, with such carrier and in such amounts as customarily maintained by companies in similar businesses, (c) to supply evidence of such insurance to Lender upon request, (d) not to sell, encumber or otherwise voluntarily or involuntarily transfer or dispose of the Collateral or any portion thereof other than in the ordinary course of business or create, permit or suffer any encumbrance thereon, and (e) to pay, upon demand by Lender, all costs and expenses, including, without limitation, all reasonable attorneys' fees, incurred by Lender in connection with the creation, perfection, preservation or enforcement of any of the security interests granted under this Security Agreement. The Borrower shall not, without the prior written consent of Lender (i) enter into any agreement amending, supplementing, or waiving any provision of any instrument constituting Collateral hereunder or compromising or releasing or extending the time for payment of any obligation of the maker thereof, or (ii) take or omit to take any action the taking or the omission of which would result in any impairment or alteration of any obligation of the maker of any instrument constituting Collateral (unless permitted by the Loan Documents).

6. Default. For purposes of this Security Agreement, an "Event of Default" shall mean an Event of Default under and as defined in the Loan Agreement:

7. Remedies. Upon the occurrence of an Event of Default, then in addition to all of Lender's rights as a "secured party" under the Code or otherwise by law:

(a) Lender may (i) upon written notice, require Borrower and/or Guarantor to assemble any or all of the Collateral and make it available to Lender at a place designated by Lender, (ii) without prior notice, enter upon Borrower's and/or Guarantor's Property or other place where any of the Collateral may be located and take possession of, collect, sell, and dispose of any or all of the Collateral, and store the same at locations acceptable to Lender at Borrower's and/or Guarantor's expense, and (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become purchaser at any such sales;

(b) Lender may, for the account of Borrower and/or Guarantor and at Borrower's and/or Guarantor's expense, (i) operate, use, consume, sell or dispose of the Collateral as Lender deems appropriate for the purpose of performing any or all of the obligations secured by this Agreement, (ii) enter into any agreement, compromise or settlement, including the settlement of insurance claims, which Lender may deem desirable or proper with respect to any or all of the Collateral, (iii) endorse, deliver evidences of title for, receive, enforce and collect by legal action or otherwise, any or all indebtedness and obligations now or hereafter owed to Borrower in connection with or on account of any or all of the Collateral, and (iv) perform any of the obligations secured by this Security Agreement;

(c) Notwithstanding any other provision herein to the contrary, Lender shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Borrower and/or Guarantor to Lender unless Lender shall have made an express written election of said remedy under applicable law.

8. Power of Attorney. Borrower hereby irrevocably appoints Lender as Borrower's and/or Guarantor's attorney-in-fact, such agency being coupled with an interest, and as such attorney-in-fact Lender may, without any obligation to do so, in Lender's name or in the name of Borrower and/or Guarantor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Lender's security interests and rights in or to any of the Collateral, and upon an Event of Default hereunder take any other action specified in Paragraph 7 hereof, provided that Lender as such attorney-in-fact shall provide Borrower and/or Guarantor with at least five (5) days' prior written notice of its intention to act as its attorney-in-fact and the nature of the intended action.

9. Possession and Use of Collateral. Subject to Lender's rights under this Security Agreement, Borrower and/or Guarantor may possess, use, move, transfer and dispose of any of the Collateral in the ordinary course of Borrower's and/or Guarantor's business and in accordance with the Loan Agreement.

10. Attorneys' Fees. If Lender refers this Security Agreement or any of the other Loan Documents to an attorney to enforce, construe or defend any provision thereof, or as a consequence of any default or Event of Default thereunder, with or without the filing of any legal action or proceeding, Borrower and/or Guarantor shall pay to Lender upon demand the amount of

all attorneys' fees, costs and other expenses incurred by Lender in connection therewith, together with interest thereon from the date of demand at the rate applicable to the principal balance of the Note.

11. Integration. This Security Agreement and the other Loan Documents contain the entire agreement of the parties regarding the Loan and supersede any and all prior negotiations. This Agreement is supplemented by the provisions of the Loan Documents, and said provisions are incorporated herein by this reference, including without limitation all miscellaneous and general provisions thereof.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Borrower has executed this Security Agreement as of the date first above written.

BORROWER: CEYONIQ, INC.
a Delaware Corporation

By: _____

Signature: _____

Title: _____

GUARANTOR: CEYONIQ, AG
a German Corporation

By: _____

Signature: _____

Title: _____

Ass.: GE Computer Equipment AG;

+49 5202 884398;

10-Okt-0...3:38;

Seite 4/4

1. all attorneys' fees, costs and other expenses incurred by Lender in connection therewith, together with interest thereon from the date of demand at the rate applicable to the principal balance of the Note.

2. Integration. This Security Agreement and the other Loan Documents contain the entire agreement of the parties regarding the Loan and supercede any and all prior negotiations. This Agreement is supplemented by the provisions of the Loan Documents, and said provisions are incorporated herein by this reference, including without limitation all miscellaneous and general provisions thereof.

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BORROWER:

CEYONIQ, INC.
a Delaware Corporation

By: DAVID E. MACWHORTER

Signature: 

Title: PRESIDENT

GUARANTOR:

CEYONIQ, AG
a German Corporation

By: THOMAS WENZKE

Signature: 

Title: MEMBER OF THE BOARD

LENDER:

H. T. ARDINGER & SON CO., INC.
a Texas Corporation

By: H.T. Ardinger, Jr.

Signature: 

Title: Pres.

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RECORDED: 09/17/2002

TRADEMARK
REEL: 002585 FRAME: 0076