



01-28-2003

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



102349316

1.23.03

RECORD 1

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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01/27/2003 ECOOPER 00000200 1023982

01 FC:0521
02 FC:0582

burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C., 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C., 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(202) 861-3900

Name

Raymond Millien, Esq.

Address (line 1)

PIPER RUDNICK LLP

Address (line 2)

1200 Nineteenth Street, NW

Address (line 3)

Washington, DC 20036-2412

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,023,982	1,911,948	1,934,413
1,946,257	1,972,143	1,977,116
2,018,678	2,634,146	

Number of Properties

Enter the total number of properties involved.

#

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

215.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

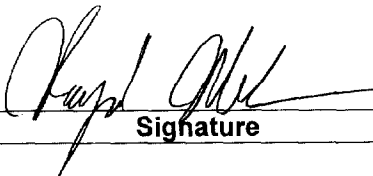
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Raymond Millien, Esq.

Name of Person Signing



Signature

01/23/2003

Date Signed

WHEREAS, Debtor and Secured Party entered into an agreement titled *Supplemental Trademark Security Agreement*, dated July 12, 1999 (the "July Trademark Agreement"), which was recorded in the United States Patent and Trademark Office on July 15, 1999, at Reel 1932, Frame 0251 with respect to the Trademarks;

WHEREAS, Secured Party filed a *Request to Terminate Security Interest*, dated February, 24 2000 (the "2000 Release"), which was recorded in the United States Patent and Trademark Office on March 1, 2000, at Reel 010668, Frame 0404 with respect to Patents, and on June 12, 2000, at Reel 2091, Frame 0806 with respect to the Trademarks; and

WHEREAS, Secured Party and Debtor are desirous of terminating the 1993 Patent Agreement, the 1993 Trademark Agreement, the February Patent Agreement, the February Trademark Agreement, the July Patent Agreement and the July Trademark Agreement (collectively, the "Security Agreements"), and releasing the security interests created therein, and assigning any rights Secured Party may have acquired in the Patents and Trademarks back to Debtor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party and Debtor agree as follows:

1. To the extent not previously done so by the 2000 Release, the Security Agreements are terminated, the security interests created therein are released in their entirety, and any rights of the Secured Party in the Patents and Trademarks are assigned to Debtor without any representations or warranties as to title or any other matter whatsoever.
2. Debtor presently and hereafter holds title to the Patents and Trademarks in the same manner as would have been the case if the Security Agreements had never been entered into.
3. Any provision of this Release which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Release invalid, illegal, or unenforceable in any other jurisdiction. The recitals appearing at the beginning of this Release are incorporated into the terms and conditions of this Release in full by this reference thereto.
4. This Release shall be binding upon Secured Party and its respective successors and assigns, and shall inure to the benefit of the Debtor and Debtor's heirs, administrators, successors and assigns.
5. Except to the extent governed by Federal law, this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland, without regard to the conflict of laws principles thereof.

RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS

This is a Release Of Security Interest In Patent and Trademark Rights ("Release"), entered into this 6th day of January, 2003, by and between:

TCOM, L.P., a Delaware limited partnership, having a place of business at 7115 Thomas Edison Drive, Columbia, MD 21046 ("Debtor"); and

NATIONAL BANK OF CANADA, a Canadian chartered bank, having had a place of business at 401 East Pratt Street, Baltimore, MD 21202 ("Secured Party").

RECITALS

WHEREAS, Debtor and the **National Canada Finance Corporation**, a Delaware Corporation, having a place of business at 125 West 55th Street, New York, NY 10019 ("NCFC") entered into an agreement titled *Patent Security Agreement*, dated September 22, 1993 (the "1993 Patent Agreement"), which was recorded in the United States Patent and Trademark Office on September 24, 1993, at Reel 006763, Frame 0009 with respect to the issued United States patents listed on **Exhibit A** (the "Patents");

WHEREAS, Debtor and NCFC entered into an agreement titled *Trademark Security Agreement*, dated September 22, 1993 (the "1993 Trademark Agreement"), which was recorded in the United States Patent and Trademark Office on September 24, 1993, at Reel 1038, Frame 0247 with respect to the registered United States trademarks listed on **Exhibit B** (the "Trademarks");

WHEREAS, the Secured Party is the successor-in-interest of NCFC with respect to security interests created in the 1993 Patent Agreement and the 1993 Trademark Agreement;

WHEREAS, Debtor and Secured Party entered into an agreement titled *Patents Security Agreement*, dated February 23, 1999 (the "February Patent Agreement"), which was recorded in the United States Patent and Trademark Office on February 25, 1999, at Reel 009781, Frame 0093 with respect to the Patents;


WHEREAS, Debtor and Secured Party entered into an agreement titled *Trademark Security Agreement*, dated February 23, 1999 (the "February Trademark Agreement"), which was recorded in the United States Patent and Trademark Office on February 25, 1999, at Reel 1862, Frame 0047 with respect to the Trademarks;

WHEREAS, Debtor and Secured Party entered into an agreement titled *Supplemental Patent Security Agreement*, dated July 12, 1999 (the "July Patent Agreement"), which was recorded in the United States Patent and Trademark Office on July 15, 1999, at Reel 010113, Frame 0954, with respect to the Patents;

6. After the execution of this Release, Secured Party shall, without further consideration, execute and deliver such other instruments of transfer and take such other action as Debtor or its counsel may reasonably request in order consummate this Release.

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer on the date first set forth above:

NATIONAL BANK OF CANADA:

By: 

Printed Name: E. Lynn Forgosh

Title: Group Vice President

STATE OF New York)
)
)
)
COUNTY OF Bronx)

ss.

BE IT REMEMBERED, that on January 6, 2003 before me, the subscriber, a Notary Public in and for said State and County, personally appeared E. Lynn Forgosh, a duly authorized officer of NATIONAL BANK OF CANADA, who executed the foregoing Release on behalf of such entity and acknowledged the signing thereof to be her voluntary act and deed, and the voluntary act and deed of such entity for the uses and purposes mentioned therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

DELINA DHAMO
Notary Public, State of New York
No. 01DH9081307
Qualified in Bronx County
Commission Expires October 7, 06


Notary Public

Printed Name: DELINA DHAMO

[seal]

My County of Residence is: _____
My Commission Expires: _____

Exhibit A

Issued United States Patents

<u>Patent Number</u>	<u>Issue Date</u>
5,757,157	05/26/1998
5,713,536	02/03/1998
5,509,756	04/23/1996
5,429,325	07/04/1995
4,999,640	03/12/1991
4,903,036	02/20/1990
4,842,221	06/27/1989
4,842,219	06/27/1989
4,816,620	03/28/1989
4,476,576	10/09/1984
4,402,479	09/06/1983
4,204,213	05/20/1980

Exhibit B

U.S. Trademark Registrations

<u>Registration Number</u>	<u>Registration Date</u>
2,634,146	10/15/2002
2,018,678	11/26/1996
1,977,116	5/28/1996
1,972,143	05/07/1996
1,946,257	01/09/1996
1,911,948	08/15/1995
1,934,413	11/07/1995
1,023,982	10/28/1975