U.S. Department of Commerce 01-28-2003 FORM PTO-1618A JAN 2 3 2003 Patent and Trademark Office Expires 06/30/99 TRADEMARK OMB 0651-0027 102349653 TRADEMARKS UNL TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) **Submission Type** Conveyance Type **Assignment** License New **Security Agreement Nunc Pro Tunc Assignment** Resubmission (Non-Recordation) Effective Date Date Year Document ID# Month Merger January 17, 2003 Correction of PTO Error Reel# Frame # Change of Name Corrective Document Reel# Frame # Other Release of Security Interest Conveying Party Mark if additional names of conveying parties attached **Execution Date** Month Day Year Summit Business Capital Corporation d/b/a Fleet Capital Corporation 01/17/2003 Formerly | Summit Bank **⊠** Corporation Limited Partnership Individual **General Partnership Association** Other X Citizenship/State of Incorporation/Organization New Jersey Receiving Party Mark if additional names of receiving parties attached Name TCOM, L.P. DBA/AKA/TA Composed of Address (line 1) 7115 Thomas Edison Drive Address (line 2) Address (line 3) Columbia Maryland 21046 Zip Code If document to be recorded is an Individual General Partnership Limited Partnership assignment and the receiving party is not domiciled in the United States, an Corporation **Association** appointment of a domestic representative should be attached. (Designation must be a separate Other document from Assignment) Citizenship/State of Incorporation/Organization Delaware FOR OFFICE USE ONLY 27/2003 ECOOPER 00000199 1023982 02 FC:6522 Public burden reporting for this collection of informati n 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 See OMB Information Collection Budget Packag
ADDRESS. Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM P Expires 06/3 OMB 0651-0			U.S. Department of Commerce Patent and Trademark Office TRADEMARK
	presentative Name and	Address Enter for the first Re	eceiving Party only.
Name			
Address (line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Corresponde	nt Name and Address	Area Code and Telephone Numb	er (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 pincluding any attachments	pages of the attached conveyance s.	document # 15
		or Registration Number(s) or the Registration Number (DO NOT EN	Mark if additional numbers attached TER BOTH numbers for the same property).
Trad	lemark Application Number	r(s) R	egistration Number(s)
		1,023,982	1,911,948 1,934,413
		1,946,257	1,972,143
		2,018,678	
Number of P	roperties Enter	the total number of properties involve	d. # 7
Fee Amount	Fee Amou	nt for Properties Listed (37 CFR 3.41):	\$ 190.00
Method of	Payment: E	nclosed 🔀 🛮 Deposit Account 🗍	7
Deposit Ad			_
(Enter for pa	yment by deposit account or if add	ditional fees can be charged to the account Deposit Account Number:	t.)
		·	
Statement an	d Signature	Authorization to charge additional	fees: Yes No
attach		lief, the foregoing information is true a ginal document. Charges to deposit a	
Raymond Mi	llien, Esq.	Kam My	01/23/2003
	f Person Signing	Signature	Date Signed

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 That and January, 2003, by and between:

SUMMIT BUSINESS CAPITAL CORPORATION, d/b/a FLEET CAPITAL CORPORATION, a New Jersey corporation, the successor in interest to Summit Bank, a New Jersey banking corporation, having a place of business at 750 Walnut Avenue, Cranford, NJ 07016 ("Secured Party"); and

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

WHEREAS, Debtor and Secured Party entered into an agreement titled Collateral Assignment of Patents and Trademarks, dated February 11, 2000 (the "Security Agreement"), and attached hereto as Exhibit A, which was recorded in the United States Patent and Trademark Office on March 1, 2000, at Reel 010668, Frame 0399, with respect to the issued United States patents listed on Exhibit B (the "Patents") and the registered United States trademarks listed on Exhibit C (the "Trademarks"); and

WHEREAS, Secured Party and Debtor are desirous of terminating the Security Agreement and releasing the Security Interest 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. The Security Agreement is terminated, the Security Interest created therein is released in its 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 Agreement 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.

- 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.

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

SUMMIT BUSINESS CAPITAL CORPORATION	ON
By:	
Printed Name: Marc J. Hansen	
Title: Vice President	
STATE OF <u>ff</u>)) ss. COUNTY OF <u>ffila</u> ,	
COUNTY OF <u>Ihila</u>	
BE IT REMEMBERED, that on <u>JANUA</u> Notary Public in and for said State and County, persa duly authorized officer of SUMMIT BUSINESS the foregoing Release on behalf of such entity a his/her voluntary act and deed, and the voluntary purposes mentioned therein.	CAPITAL CORPORATION, who executed and acknowledged the signing thereof to be
IN TESTIMONY WHEREOF, I have her notarial seal, on the day and year last aforesaid.	eunto subscribed my name and affixed my
	Marie S. O'Brien Notary Public
	Printed Name: MARIE S. O'BRIEN
[seal]	My County of Residence is: Aila. My Commission Expires: 5/20/06
	Notariai Seal Marie S. O'Brien, Notary Public City Of Philadelphia, Philadelphia County My Commission Expires May 20, 2005 Member, Pennsylvania Association Of Notarias
	TRADEMARK

REEL: 002659 FRAME: 0274

U.S. Department of Commerce FORM PTO-1619A 04-12-2000 Patent and Trademark Office **PATENT** OMB 0651-0027 3 RECURDATION FORM COVER SHEET PATENTS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) Conveyance Type Submission Type X **Security Agreement** Assignment New Resubmission (Non-Recordation) License Change of Name Document ID# Correction of PTO Error Other Merger Reel # Frame # U.S. Government (For Use ONLY by U.S. Government Agencies) Corrective Document Frame # Reel # Departmental File Secret File Conveying Party(ies) Mark if additional names of conveying parties attached Execution Date

Month Day Year Name (line 1) TCOM, L.P. 02112000 Name (line 2) a Delaware limited partnership Execution Date Month Day Year Second Party Name (line 1) Name (line 2) Receiving Party Mark if additional names of receiving parties attached If document to be recorded Name (line 1) SUMMIT BANK is an assignment and the receiving party is not domiciled in the United Name (line 2) a New Jersey Banking Corporation States, an appointment of a domestic Address (line 1) representative is attached. 750 Walnut Avenue (Designation must be a separate document from Address (line 2) Assignment.) Cranford Address (line 3) NJ 07016 State/Country Zio Code **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) FOR OFFICE USE ONLY 04/12/2000 DNGUYEN 00000193 5713536

Priblic burden reporting for this collection of information is estimated to average approximately 20 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 0651-0927, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

440.00 GP

01 FC:581

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

PATENT

REEL: 010668 FRAME: 0399

FORM PTO Expres 06/30/99 OMB 0651-0027)-1619B	Page 2	U.S. Department of Commerce Palent and Trademark Office PATENT
Correspond	ent Name and Address	Area Code and Telephone Number (410	
Name	Nancy Reimann, Vice Pr	esident	
Address (line 1)	Summit Bank		
Address (line 2)	20 Corporate Center, S	uite 530	
Address (line 3)	10420 Little Patuxent	Parkway	
Address (line 4)	Columbia, MD 21044		
Pages	Enter the total number of pagincluding any attachments.	ges of the attached conveyance document	# 8
Application I	Number(s) or Patent Num	nber(s) X Mark if addition	nal numbers attached
		atent Number (DO NOT ENTER BOTH numbers for the	same property).
Pate	ent Application Number(s)	Patent Num 5713536 4999640	
L		3713330 4333040	4042219
		5509756 4903036	4816620
		5429325 4842221	4476576
If this document is being filed together with a <u>new Patent Application</u> , enter the date the patent application was <u>Month Day Year</u> signed by the first named executing inventor.			
Patent Coop	eration Treaty (PCT)		
Enter PCT application number PCT PCT PCT PCT			
	if a U.S. Application Number not been assigned.	PCT PCT	PCT
Number of Properties Enter the total number of properties involved. # 11			
Fee Amount			
			40.00
Method of Payment: Enclosed X Deposit Account Deposit Account			
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #			
	Aı	uthorization 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 a true copy of the original document. Charges to deposit account are authorized, as indicated herein.			
	h H. Diehl of Person Signing	NILTONOLH WIEDO	Date

PATENT REEL: 010668 FRAME: 0400

FORM PTO- Expres 06/30/99 OMB 0651-0027		U.S. Department of Commerce Patent and Trademark Office PATENT
Conveying P	arty(ies) Mark if additional names of conveying parties attached	
•	Conveying Parties	Execution Date Month Day Year
Name (line 1)	TCOM, L.P.	02112000
		7
Name (line 2)	a Delaware limited partnership	Execution Date
		Month Day Year
Name (line 1)		J
Name (line 2)		Execution Date
,		Month Day Year
Name (line 1)		J
Name (line 2)		
Receiving P	arty(ies) Mark if additional names of receiving par	ties attached
, –	Receiving Party(ies)	ues attached
Name (line 1)		If document to be recorded
		is an assignment and the receiving party is not
Name (fine 2)	a New Jersey Banking Corporation	domicifed in the United States, an appointment
Address (line 1)	750 Walnut Avenue	of a domestic representative is attached. (Designation
	730 Mathida Avende	musi be a separate document from
Address (line 2)		Assignment.)
Address (line 3	Cranford NJ 0701	6
Audress (line a	City State/Country Zip C	ode
Name (line 1)		If document to be recorded
lance (new)		is an assignment and the receiving party is not
Name (line 2)		domiciled in the United States, an appointment of a
Address (line 1)		domestic representative is attached. (Designation must
		be a separate document from Assignment.)
Address (line 2)		
Address (line 3)		
Application Number(s) or Patent Number(s) Mark if additional numbers attached		
	he Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the	
•	atent Application Number(s) Patent Num	
	4402479	
	4204213	

PATENT REEL: 010668 FRAME: 0401

03-01-2000 U.S. Patent & TMOfc/TM Mail Ropt Dt. #40

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS is entered into on this 11 day of February, 2000, by and between TCOM, L.P. ("Debtor"), having a mailing address at 7115 Thomas Edison Drive, Columbia, Maryland 21046, and SUMMIT BANK ("Secured Party"), having a mailing address at 20 Corporate Center, Suite 530, 10420 Little Patuxent Parkway, Columbia, Maryland 21044.

NOW, THEREFORE, in consideration of the premises, Debtor hereby agrees with Secured Party as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party a first priority security interest in, and conditionally assigns, but does not transfer title to Secured Party, all of Debtor's right, title, and interest in and to the following (collectively, the "Collateral") to secure the repayment of the Loans, the satisfaction of the Obligations, and the full, complete and absolute performance by Debtor of each of the terms and conditions of the Loan and Security Agreement dated of even date herewith between Debtor and Secured Party, as amended from time to time (the "Loan Agreement"), the Line of Credit Note, the Term Note, the other Loan Documents and all other Obligations, direct or indirect, owing to Secured Party.

The Collateral shall consist of the following:

- (a) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;
- (b) All of Debtor's right, title, and interest in and to the patents and patent applications listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;
- (c) All of Debtor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

PATENT REEL: 010668 FRAME: 0405

- (d) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;
- (e) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;
- (f) All of Debtor's right, title and interest to register trademark claims under any state or federal law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;
 - (g) All general intangibles relating to the Collateral; and
- (h) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.
- 2. After-Acquired Patent and Trademark Rights. If Debtor shall obtain rights to any new patentable inventions or trademarks or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patents or trademarks or any renewal or extension thereof. Debtor shall bear any expenses incurred in connection with future applications for patent or trademark registration.
- 3. Litigation and Proceedings. Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Secured Party any information with respect thereto requested by Secured Party. Secured Party shall provide at Debtor's expense all necessary cooperation in connection with any such suit, proceeding, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Secured Party of the institution of, or any

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PATENT REEL: 010668 FRAME: 0406 adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights.

- 4. Power of Attorney. Debtor grants Secured Party power of attorney, having the full authority, and in the place of Debtor, from time to time in Secured Party's discretion to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:
- (a) To endorse Debtor's name on all applications, documents, papers, and instruments necessary for Secured Party to use or maintain the Collateral;
- (b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; and
- (c) To file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Secured Party's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.
- 5. Right to Inspect. Debtor grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.
- 6. Events of Default. Any Event of Default under the Loan Agreement or any other Loan Document shall constitute an Event of Default.
 - 7. Specific Remedies. Upon the occurrence of any Event of Default:
- (a) Secured Party may take any action or pursue any remedies provided by law or in the Loan Agreement or any other Loan Document; and
- (b) Secured Party may notify licensees to make royalty payments on license agreements directly to Secured Party.
- 8. Defined Terms. All capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed thereto in the Loan Agreement unless the context clearly provides otherwise.

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PATENT REEL: 010668 FRAME: 0407

- 8. Defined Terms. All capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed thereto in the Loan Agreement unless the context clearly provides otherwise.
- 9. Further Assurances. Debtor hereby agrees to execute and deliver such further documents and instruments as Secured Party may reasonably request in order to more properly evidence, document or perfect the security interest intended to be created hereby.
- 10. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement by their duly authorized officers as of the date first above written, with the specific intention that this Agreement constitutes a document under seal.

TCOM, L.P.

By: CSG, Inc.,

its General Partner

By: (SEAL)

President

SUMMIT BANK

By: YXX (SEAL)

Nancy Reimann, Vice President

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PATENT REEL: 010668 FRAME: 0408

Schedule A

ISSUED PATENTS

Country	Patent No.	<u>Issue Date</u>	Owner/Assignee
U.S.A.	5,713,536	02/03/97	TCOM, L.P.
U.S.A.	5,509,756 ⁻	04/23/96	TCOM, L.P.
U.S.A.	5,429,325	07/04/95	TCOM, L.P.
U.S.A.	4,999,640	03/12/91	TCOM, L.P.
U.S.A.	4,903,036	02/20/90	TCOM, L.P.
U.S.A.	4,842,221	06/02/89	TCOM, L.P.
U.S.A.	4,842,219	06/27/89	TCOM, L.P.
U.S.A.	4,816,620	03/28/89	TCOM, L.P.
U.S.A.	4,476,576	10/09/84	TCOM, L.P.
U.S.A.	4,402,479	09/06/83	TCOM, L.P.
U.S.A.	4,204,213	05/20/80	TCOM, L.P.

PATENT REEL: 010668 FRAME: 0409

PENDING PATENT APPLICATIONS

Country Serial No. Filing Date Owner/Assignee Attorney/Agent None.

PATENT REEL: 010668 FRAME: 0410

Schedule B REGISTERED TRADEMARKS

Country	Registration No.	Issue Date	Owner/Assignee
U.S.A.	1,023,982	01/17/73	TCOM, L.P.
U.S.A.	2,018,678	11/26/96	TCOM, L.P.
U.S.A.	1,946,257	01/09/96	TCOM, L.P.
U.S.A.	1,934,413	11/07/95	TCOM, L.P.
U.S.A.	1,972,143	05/07/96	TCOM, L.P.
U.S.A.	1,977,116	05/28/96	TCOM, L.P.
U.S.A.	1,911,948	09/15/95	TCOM, L.P.

PATENT REEL: 010668 FRAME: 0411

PENDING TRADEMARK APPLICATIONS

Country Serial No. Filing Date Owner/Assignee Attorney/Agent

None.

1254489

PATENT
RECORDED: 03/01/2000 REEL: 010668 FRAME: 0412

Exhibit B

Issued United States Patents

Patent Number	Issue Date
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 C

U.S. Trademark Registrations

Registration Number	Registration Date
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

Exhibit C

U.S. Trademark Registrations

Registration Number	Registration Date
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

Exhibit C

U.S. Trademark Registrations

Registration Number	Registration Date	
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	

RECORDED: 01/23/2003