

03-04-2003

FORM PTO-1594 (Rev. 6-93) DMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):

e-gatematrix, llc

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

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

Execution Date: January 17, 2003

2. Name and address of receiving party(ies)

Name: Citicorp Trustee Company Limited

Internal Address, Street Address: 111 Wall Street, 14th Floor, City: New York, State: NY, ZIP: 10005

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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

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

A. Trademark Application No.(s)

Please see attached Schedule

B. Trademark Registration No.(s)

Please see attached Schedule

Additional numbers attached? Yes No

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

Name: Penelope Agodoa, Internal Address: Federal Research Corporation, Street Address: 1030 15th Street, NW, Suite 920, City: Washington, State: DC, ZIP: 20005

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41),.....\$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01 FC:0521 40.00 DP, 02 FC:0522 75.00 DP

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.

Maha Hussain, Name of Person Signing

Signature

March 3/03, Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

SCHEDULE 1A

TO

ASSIGNMENT FOR SECURITY

Owner	Mark	Jurisdiction	Application No. or Registration No.
e-gatematrix, llc	E-GATEMATRIX (ITU)	USA	76/092,047
e-gatematrix, llc	E-GATEMATRIX (Logo) (ITU)	USA	76/092,048
e-gatematrix, llc	IFX	USA	76/299,641
e-gatematrix, llc	INFLIGHT EXCHANGE	USA	76/299,640

Assignment for Security

(Trademarks)

WHEREAS, e-gatematrix, llc, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the "Assignor"), intends to use, or has adopted or used, or is using the trademarks and service marks listed on the annexed Schedule 1A (the "Scheduled Trademarks"). Such Scheduled Trademarks are registered or an application for registration thereof has been filed in the United States Patent and Trademark Office;

WHEREAS, the Assignor has entered into that certain U.S. Collateral Agreement dated December 19, 2002 (the "Collateral Agreement"), with Citicorp Trustee Company Limited as Security Trustee for certain lenders (in such capacity, together with its successors in such capacity, the "Assignee"); and

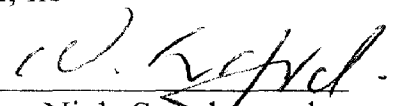
WHEREAS, pursuant to the Collateral Agreement, the Assignor has assigned to the Assignee and has granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Scheduled Trademarks together with, among other things, all the goodwill of the business symbolized thereby and associated therewith, and all proceeds arising from or concerning the foregoing, including without limitation any and all causes of action which may exist by reason of past, present or future violations of the foregoing, all whether now or hereafter owned or acquired by the Assignor (the "Scheduled Trademark Collateral") to secure the payment, performance, and observance of the Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee a security interest in the Scheduled Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Scheduled Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

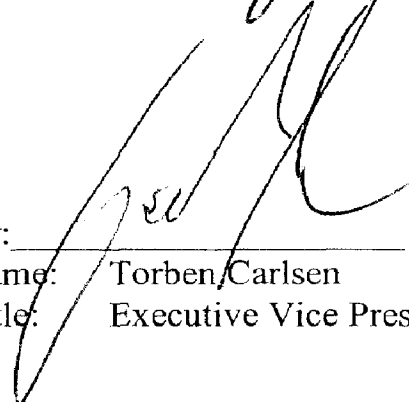
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized on this 17th day of January 2003.

e-gatematrix, llc

By: 

Name: Niels Smedegaard

Title: President & CEO

By: 

Name: Torben Carlsen

Title: Executive Vice President & CFO

STATE OF GEORGIA

SS.:

COUNTY OF CLAYTON

On this th29 day of January 2003 before me personally came Niels Smedegaard who, being duly sworn by me, did affirm and say that he is the President and CEO of e-gatematrix, llc a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of e-gatematrix, llc and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

On this th29 day of January 2003 before me personally came Torben Carlsen who, being duly sworn by me, did affirm and say that he is the Executive Vice President and CFO of e-gatematrix, llc a limited liability company, and that he executed the foregoing instrument in the firm name of e-gatematrix, llc and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Yolanda Yancy Holmes
