

MRD 7-25-03

07-29-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab Settings

RECORDED TRADEMARKS



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102505535

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

1. Name of conveying party(ies):
101COMMUNICATIONS LLC

Assignment Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Corporation

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Trademark Security Interest

Execution Date: July 24, 2003

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as Administrative Agent
Internal
Internal Address: _____
Street Address: 555 South Flower Street, 11th Floor
City: Los Angeles Sate: CA Zip: 90071

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 registration number(s):
A. Trademark Application No.(s) 76/229,766

Additional numbers attached? Yes No

B. Trademark No.(s) 2,532,557 and (marks listed on Schedule 1 attached hereto.)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gina Durham, Esq.
Internal Address: c/o O'Melveny & Myers LLP

07/30/2003 6TON11 00000182 76229766

40.00 DP
650.00 DP
120.00 DP

Street Address: 400 South Hope Street, Room 1919

City: Los Angeles Sate: CA Zip: 90071

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41).....\$ 810.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number

07/30/2003 6TON11 00000182 76229766
01 FC:0521
02 FC:0522
03 FC:0523

DO NOT USE THIS SPACE

9. Signature.
Gina Durham Gina Durham July 24, 2003
Name of Person Signing Signature Date

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

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

**SCHEDULE 1
TO
TRADEMARK RECORDING FORM COVER SHEET**

REGISTERED TRADEMARKS					
		Serial No.	Registration No.	Registration Date	Class(es)
1.	APPLICATION DEVELOPMENT TRENDS	74/607,261	1,937,606	21-Nov-95	16
2.	C++ WORLD	74/216,284	1,766,954	20-Apr-93	41
3.	CERTCITIES	76/090,241	2,595,505	16-Jul-02	38, 42
4.	CIVIC.COM	75/133,174	2,252,276	06/15/99	16, 42
5.	ENT	75/670,343	2,377,099	15-Aug-00	16
6.	ENTERPRISE SYSTEMS J.O.U.R.N.A.L. (& DESIGN)	74/115,721	2,085,130	05-Aug-97	16
7.	FCW	75/096,130	2,054,988	04/22/97	42
8.	FCW GATEWAY GUIDE TO GOVERNMENT I.T.	75/007,580	2,115,070	11/25/97	42
9.	FCW.COM	75/097,411	2,117,430	12/02/97	42
10.	FEDERAL 100	74/465,050	1,866,973	12/13/94	16
11.	FEDERAL 100 & DESIGN	74/127,029	1,770,361	05/11/93	35
12.	FEDERAL COMPUTER WEEK	73/635,040	1,491,071	06/07/88	16
13.	FEDERAL INTEGRATOR	74/277,453	1,828,865	03/29/94	16
14.	GATEWAY GUIDE	75/017,634	2,034,642	01/28/97	16
15.	GOVERNMENT CIO SUMMIT	75/064,140	2,100,870	09/30/97	41
16.	IT DAYBOOK	75/433,316	2,361,155	06/27/00	42
17.	OBJECT CURRENTS	75/017,146	2,008,447	15-Oct-96	42
18.	PLATFORM DECISIONS	75/420,248	2,287,212	19-Oct-99	16
19.	SIGS CONFERENCES (& DESIGN)	74/371,234	1,885,341	21-Mar-95	41

REGISTERED TRADEMARKS

20.	SIGSNET	75/043,238	2,028,722	07-Jan-97	42
21.	SYLLABUS	75/251,813	2,146,251	24-Mar-98	41
22.	SYLLABUS	74/800,823	1,970,222	23-Apr-96	16
23.	THE POWER PLAYERS	75/395,930	2,209,034	12/08/98	16
24.	WEB APPS MAGAZINE	75/142,062	2,118,565	02-Dec-97	16
25.	WEB APPS SOLUTIONS	75/151,478	2,141,995	10-Mar-98	41

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, 101 COMMUNICATIONS LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademarks (as defined below); and

WHEREAS, Grantor has entered into that certain Amendment Agreement to Original Loan Agreement dated as of July 24, 2003 and that certain Amended and Restated Loan Agreement dated as of July 24, 2003 (as each may be amended, restated, supplemented or otherwise modified from time to time, together, the "**Loan Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Loan Agreement from time to time, the "**Lenders**"), and Bank of America, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), which amends and restates that certain Loan Agreement dated as of October 5, 2000, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to continue certain credit facilities to Grantor; and

WHEREAS, pursuant to the terms of a Trademark Security Agreement dated as of October 5, 2000 (said Trademark Security Agreement, as it was confirmed pursuant to that certain Master Confirmation dated as of July 24, 2003 and as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Trademark Security Agreement**"), among Grantor and Secured Party, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Trademark Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Trademark Security Agreement, Grantor hereby grants to Secured Party a continuing security interest in the entire right, title and interest in and to the registered trademarks, service marks and trade names together with the associated trademark, service mark and trade name applications and registrations, as listed in Schedule 1 attached hereto and by reference made a part hereof, as collateral security for the payment and performance of, among other things, the Obligations (as defined in the Loan Agreement); together with a security interest in that part of the Grantor's business connected with the use of and symbolized by such registered trademarks, service marks and trade names, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (all of which registered trademarks, service marks, trade names and trademark, service mark and trade name applications and registrations, goodwill, proceeds, and other rights are collectively called the "**Trademarks**").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Trademark 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 Grant of Trademark

Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of
the 24th day of July, 2003.

101COMMUNICATIONS LLC

By: *JFK*
Name: Jeff Klein
Title: CEO

**SCHEDULE 1
TO
GRANT OF TRADEMARK SECURITY INTEREST**

REGISTERED TRADEMARKS					
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1.	101 COMMUNICATIONS	75/640,123	2,532,557	22-Jan-02	16, 41, 42
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PENDING TRADEMARKS

Serial No.	Trademark	Class	Reg. No.	Reg. Date	Class
1.	SIGS CONFERENCES/101	76/229,766			16, 41