

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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):
HQ Network Systems, Inc.

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

Record To Correct Nature of Conveyance from Assignment to Record "Security Interest" on a document previously recorded on Reel and Frame No. 002729/0867

Other _____

Execution date: October 8, 2003

2. Name and address of receiving party(ies):
Name: BNP Paribas as Collateral Agent
Internal _____
Address: _____
Street Address: 787 Seventh Avenue
City: New York State: NY Zip: 10019

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

B. Trademark Registration No.(s) 1586038, 1322487, 2601592, 2471282, 2471283, 2471284, 2557831, 2145612

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-0800

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

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

Name: Lester Szeto
Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

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.

Phyllis Eremitaggio Phyllis Eremitaggio October 22, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 1
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231



UNITED STATES PATENT AND TRADEMARK OFFICE

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Electronic Trademark Assignment System **eTAS**

Confirmation Receipt

Your trademark assignment has been received by USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HQ Network Systems, Inc.		10/08/2003	CORPORATION; DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas as Collateral Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION; FRANCE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1586038	HQ	
Registration Number:	1322487	HQ	
Registration Number:	2601592	HQ GLOBAL WORKPLACES	
Registration Number:	2471282	HQ GLOBAL WORKPLACES	
Registration Number:	2471283	HQ GLOBAL WORKPLACES	

TRADEMARK

REEL: 002759 FRAME: 0064

Registration Number:	2471284	HQ GLOBAL WORKPLACES
Registration Number:	2557831	HQ GLOBAL WORKPLACES
Registration Number:	2145612	HQNET.COM

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-310-8586
Email: lester.szeto@weil.com
Correspondent Name: Lester Szeto
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21010.0276
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NAME OF SUBMITTER:	Phyllis Eremitaggio
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Total Attachments: 6
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source=BNP Assignmt#page5.tif
source=BNP Assignmt#page6.tif

RECEIPT INFORMATION

ETAS ID: TM4934
Receipt Date: 10/13/2003
Fee Amount: \$ 215

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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 8, 2003, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.11 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of BNP Paribas ("*BNP*"), as agent for the Secured Parties and as agent for the L/C Secured Parties, each as defined in the Pledge and Security Agreement referred to below (in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 8, 2003, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among HQ GLOBAL WORKPLACES, INC. (the "*Borrower*"), HQ GLOBAL HOLDINGS, INC. ("*Holdings*"), the Lenders and Issuers party thereto and BNP, as agent for the Lenders and Issuers (in such capacity, the "*Administrative Agent*"), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations;

WHEREAS, pursuant to the Subordinated Secured Letter of Credit Facility Agreement, dated as of October 8, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*L/C Facility Agreement*"), among the Borrower, Holdings, the Lenders (the "*L/C Lenders*") and Issuers (the "*L/C Issuers*") party thereto and BNP, as agent for the L/C Lenders and L/C Issuers (in such capacity, the "*L/C Administrative Agent*"), the L/C Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Subordinated Guaranty (as defined in the L/C Facility Agreement) pursuant to which they have guaranteed the L/C Obligations (as defined in the Pledge and Security Agreement referred to below);

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and (i) to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement, (ii) to induce the L/C Secured Parties and the L/C Administrative Agent to enter into the L/C Facility Agreement and (iii) to induce each applicable party to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and the L/C Secured Obligations of such Grantor, hereby conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties and the L/C Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties and the L/C Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

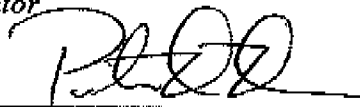
The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

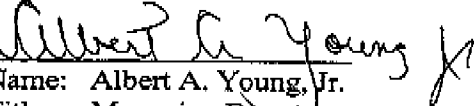
HQ NETWORK SYSTEMS, INC.,
as Grantor

By: 
Name: _____
Title:

ACCEPTED AND AGREED
as of the date first above written:

BNP PARIBAS,
as Collateral Agent

By: 
Name: Edward V. Canale
Title: Managing Director

By: 
Name: Albert A. Young, Jr.
Title: Managing Director

ACKNOWLEDGEMENT OF GRANTOR

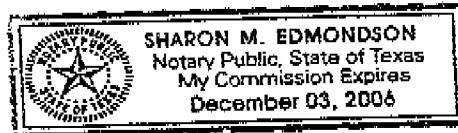
STATE OF TEXAS
COUNTY OF Dallas

ss.

On this 6th day of October, 2003 before me personally appeared Peter Harris, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of H2Global W., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sharon M. Edmondson

Notary Public



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner of Record</u>
United States	HQ	Registered	73/754,380	1586038	3/6/90	HQ Network Systems, Inc.
United States	HQ and Design	Registered	73/478,848	1322487	2/26/85	HQ Network Systems, Inc.
United States	HQ GLOBAL WORKPLACES	Registered	75/684,516	2601592	7/30/02	HQ Network Systems, Inc.
United States	HQ GLOBAL WORKPLACES and Design	Registered	75/903,586	2471282	7/24/01	HQ Network Systems, Inc.
United States	HQ GLOBAL WORKPLACES and Design	Registered	75/903,587	2471283	7/24/01	HQ Network Systems, Inc.
United States	HQ GLOBAL WORKPLACES and Design	Registered	75/903,598	2471284	7/24/01	HQ Network Systems, Inc.
United States	HQ GLOBAL WORKPLACES and Design	Registered	75/903,596	2557831	4/9/02	HQ Network Systems, Inc.
United States	HQNET.COM	Registered	74/735,137	2145612	3/24/98	HQ Network Systems, Inc.

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.