

09-17-2003



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

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

102553984

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

1. Name of conveying party(ies): 9-15-03
Ascend One Corporation

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

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

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

Execution Date: July 3, 2003

2. Name and address of receiving party(ies)
Name: National City Bank

Internal Address: 13th Floor

Street Address: One South Broad Street

City: Philadelphia State: PA Zip: 19107

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other A national banking association

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) See attached schedule

B. Trademark Registration No.(s) See attached schedule

Additional number(s) attached Yes No

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

Name: James R. Meyer, Esquire
Schnader Harrison Segal &
Internal Address: Lewis LLP
Suite 3600

Street Address: 1600 Market Street

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SEP 15 9 25 AM '03
CFR FINANCE

DO NOT USE THIS SPACE

9. Signature.
James R. Meyer
Name of Person Signing

[Signature]
Signature

9/12/03
Date

Total number of pages including cover sheet, attachments, and document: 15

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

09/16/2003 LMUELLER 00000273 2294738

01 FC:8521 40.00 OP
02 FC:8522 300.00 OP

TRADEMARK REEL: 002825 FRAME: 0694

1. Name of Conveying Parties Continued:

AMERIX CORPORATION
A Corporation -- State

FREEDOMPOINT CORPORATION
A Corporation -- States

FREEDOMPOINT FINANCIAL CORPORATION
A Corporation -- States

3C INCORPORATED
A Corporation -- State

SCHEDULES TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**SCHEDULE 1(a)
TRADEMARKS**

I. AMERIX TRADEMARKS AS OF APRIL 1, 2003

TRADEMARK	OWNER/ APPLICANT	STATUS	REGISTRATION/ SERIAL NO.	REG./APP. DATE	COMMENTS
AMERIX CORPORATION	Genus Corp.	Registered	Reg. No. 2294738	11/23/1999	No assignment recorded with PTO
ASCEND ONE	Amerix Corp.	Pending	Ser. No. 76/394076	4/11/2002	Final Office Action mailed by PTO 3/10/03 -- outstanding issue is likelihood of confusion with 3 rd party ASCEND, Reg. No. 1995389, which was not renewed
ASCEND ONE CORPORATION	Amerix Corp.	Pending	Ser. No. 76/394077	4/11/2002	FINAL Office Action mailed by PTO 3/10/03 -- outstanding issue is likelihood of confusion with 3 rd party ASCEND, Reg. No. 1995389, which was not renewed
CAREONE and Design	3C Inc.	Pending	Ser. No. 78/149094	7/31/2002	Approved for Publication by PTO 2/22/03
CAREONE CREDIT COUNSELING and Design	3C Inc.	Pending	Ser. No. 78/149097	7/31/2002	Approved for Publication by PTO 2/22/03
CAREONE	3C Inc.	Pending	Ser. No. 78/148698	7/30/2002	Published for Opposition by PTO 4/1/2003
LIFE ADDS UP	3C Inc.	Pending	Ser. No. 78/148730	7/30/2002	Published for Opposition by PTO 4/1/2003
CAREONE CREDIT COUNSELING	3C Inc.	Pending	Ser. No. 78/148724	7/30/2002	Published for Opposition by PTO 4/1/2003
FREEDOM POINT	Amerix Corp.	Registered	Reg. No. 2613239	8/27/2002	

TRADEMARK	OWNER/ APPLICANT	STATUS	REGISTRATION/ SERIAL NO.	REG./APP. DATE	COMMENTS
FREEDOM POINT (Classes 35,36)	Amerix Corp.	Pending	Ser. No. 76/403276	5/2/2002	Responded to non-final PTO Office Action 3/24/03 – outstanding issue is likelihood of confusion with 3 rd party FREEDOM, SN# 76/340857 and FREEDOM, SN# 75/382314
FREEDOM POINT, and Design (Classes 35,36)	Amerix Corp.	Pending	Ser. No. 76/403275	5/2/2002	Responded to non-final PTO Office Action 3/24/03 – outstanding issue is likelihood of confusion with 3 rd party FREEDOM, SN# 76/340857 and FREEDOM, SN# 75/382314
FREEDOM POINT, and Design (Class 36)	Amerix Corp.	Pending	Ser. No. 76/038506	4/27/2000	PTO Notice of Allowance mailed 11/19/02
Triangle/Lined globe design logo	Amerix Corp.	Registered	Reg. 2470835	7/24/2001	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of July 3, 2003 among NATIONAL CITY BANK, a national banking association ("Bank"); and ASCEND ONE CORPORATION, a Maryland corporation; AMERIX CORPORATION, a Maryland corporation; FREEDOMPOINT CORPORATION, a Maryland corporation; FREEDOMPOINT FINANCIAL CORPORATION, a Maryland corporation; and 3C INCORPORATED, a Maryland corporation (individually, a "Borrower" and collectively, the "Borrowers").

BACKGROUND

Pursuant to that certain Loan and Security Agreement of even date herewith (the "Loan Agreement"; each initially capitalized term used herein without definition has the meaning ascribed thereto in the Loan Agreement) among Bank and Borrowers, Bank extended to Borrowers a Fifteen Million (\$15,000,000) Dollar revolving line of credit, secured, in part, by a first lien on, and security interest in, all Borrowers' intellectual property (including, but not limited to, trademarks and copyrights).

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers agree as follows:

1. Security Interest. As security for the payment, performance and discharge of the Note, the Indebtedness and the Obligations hereunder and under the other Loan Documents or otherwise to the Bank or to any of the Bank's Affiliates, each Borrower hereby grants to Bank, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in such Borrower's entire right, title and interest in and to all of such Borrower's now owned or existing and hereafter acquired or arising:

(a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on **Schedule 1(a)** attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks; and

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature

whatsoever owned by such Borrower, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-pu and out-pu formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Schedule 1(b)** attached hereto and made a part hereof, and: (i) all renewals thereof; (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and (iii) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights");

2. Restrictions on Future Agreements. As long as any of the Indebtedness remains unpaid, any of the Obligations remain outstanding, or Bank has any obligation to make Advances, Borrowers agree that Borrowers will not: (i) without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with any of Borrowers' obligations under this Agreement or which is prohibited under the terms of the Loan Agreement; or (ii) take any action, or permit any action to be taken by others, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Bank under this Agreement.

3. New Trademarks and Copyrights. Borrowers represent and warrant that the Trademarks and Copyrights listed on **Schedules 1(a)** and **1(b)** respectively, constitute all of the trademarks and copyrights now owned by Borrowers. If, before all Indebtedness is paid, Obligations are satisfied, and Bank's obligation to make Advances has terminated, Borrowers shall (i) obtain rights to any new trademarks, trademark registrations, tradenames, or copyrights or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, copyright application or copyright, the provisions of **Section 1** shall automatically apply thereto and Borrowers shall give to Bank prompt written notice thereof. Borrowers hereby authorize Bank to modify this Agreement by amending **Schedules 1(a)** and **1(b)**, as applicable, to include any future trademarks, trademark registrations, trademark applications, tradenames, or copyrights which are Trademarks or Copyrights under **Section 1** or under this Section. Borrowers hereby agree to provide to Bank such other assignment or other documentation as Bank may reasonably request to record Bank's lien on such future Trademarks or Copyrights.

4. Royalties; Term. Borrowers hereby agree that, upon the occurrence and during the continuation of an Event of Default, Bank's use of all Trademarks and Copyrights shall be worldwide and without any liability for royalties or other related charges from Bank to Borrowers. The term of the security interest granted herein shall extend until the earlier of: (i) the expiration of each of the respective Trademarks and Copyrights assigned hereunder, or (ii) the date on which all Indebtedness is paid, all Obligations are performed, and Bank has no obligation to make Advances.

5. Reassignment. This Agreement is made for collateral purposes only. Upon payment in full of all Indebtedness, performance of all Obligations and the termination of Bank's obligation to make Advances, Bank shall execute and deliver to Borrowers a termination of Bank's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrowers full title to the Trademarks and Copyrights, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to the Loan Agreement.

6. Duties of Borrower. Borrowers shall have the duty to: (i) prosecute diligently any trademark or copyright application pending as of the date hereof or thereafter until all Indebtedness is paid, all Obligations are performed, and Bank's obligation to make Advances is terminated; (ii) make application on trademarks or copyrights, as appropriate; and (iii) preserve and maintain all rights in trademark applications, trademarks and trademark registrations of the Trademarks and in copyrights and copyright applications of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any right to file a trademark, copyright, any pending trademark or copyright application, or any Trademark or Copyright, without Bank's prior consent which shall not be unreasonably withheld.

7. Event of Default. Upon the occurrence of an Event of Default, Bank may, without further notice to or consent of Borrowers, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by Borrowers and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank for its benefit by Borrowers of all rights, title and interest of Borrowers in and to the Trademarks and Copyrights. Borrowers hereby authorize and agree that Bank may, through the power of attorney granted in **Section 12** hereof, irrevocably execute and deliver in Borrowers' name any and all such assignments and agreements and to take any and all other actions in Borrowers' name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of Borrowers in and to the Trademarks and Copyrights to Bank or any other person or entity selected by Bank.

8. Bank's Right to Sue. Upon the occurrence of an Event of Default, Bank may, but shall not be obligated to, bring suit in Bank's name to enforce the Trademarks and Copyrights. If Bank shall commence any such suit, Borrowers shall, at Bank's request, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section.

9. Waivers. No course of dealing between Borrowers and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Partial Invalidity. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other

provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11. Modification. Except as set forth in **Section 3**, modifications or amendments of or to the provisions of this Agreement shall be effective only if set forth in a written instrument signed by Bank.

12. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Bank's rights and remedies with respect to the Trademarks and Copyrights, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default and continuing until such Event of Default is cured, Borrowers hereby authorize Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Borrowers' true and lawful attorney-in-fact, with limited power to: (i) endorse any Borrowers name on applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence, perfect or enforce Bank's security interest in the Trademarks and Copyrights; (ii) take any other actions with respect to the Trademarks and Copyrights as Bank reasonably deems in the best interest of Bank; (iii) grant or issue any exclusive or non-exclusive license under the Trademarks or Copyrights to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Copyrights to anyone, including Bank. Bank may act under such power of attorney to take the actions referenced in **Section 3** hereof. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable so long as any of the Indebtedness remains unpaid, any of the Obligations remain outstanding, or Bank has any obligation to make Advances. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under any other Loan Document but is intended to facilitate the exercise of such rights and remedies given Bank by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Copyrights may be located.

13. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no Borrower shall assign this Agreement, or any rights or duties arising hereunder without the express prior written consent of Bank, and Bank may assign all or any part of Bank's rights or duties hereunder without the consent of Borrowers.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws (and not the law of conflicts) of the Commonwealth of Pennsylvania for contracts made and to be performed within the Commonwealth of Pennsylvania.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed as of the day and year first above written.

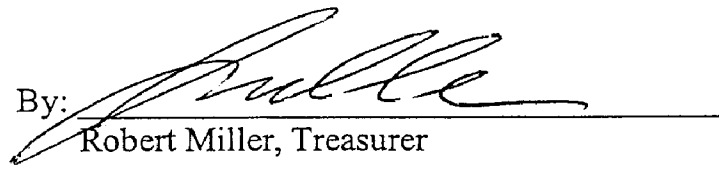
ASCEND ONE CORPORATION

By: 
Robert Miller, Treasurer

AMERIX CORPORATION

By: 
Robert Miller, Treasurer

FREEDOMPOINT CORPORATION

By: 
Robert Miller, Treasurer

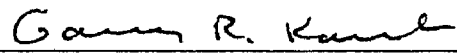
FREEDOMPOINT FINANCIAL CORPORATION

By: 
Robert Miller, Treasurer

3C INCORPORATED

By: 
Robert Miller, Treasurer

BANK:
NATIONAL CITY BANK

By: 
Garry R. Karch, Senior Vice President

PHDATA 1110976_3