

01-30-2004



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COVER SHEET
JULY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1130104

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please forward the attached original documents or copy thereof.

1. Name of conveying party(ies):

Airbase Services, Inc.

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

Execution Date: January 23, 2004

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60003

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

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes No

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

Name:

Internal: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address:

02/02/2004 MUELLER 00000002 76301673

01 FC:8521 40.00 DP
02 FC:8522 75.00 DP
City: State: ZIP:

Refund Ref: 02/02/2004 MUELLER 0000133600

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 120.00

- 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

CHECK Refund Total: 45.00

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.

Andrea Serdiuk, Paralegal
Name of Person Signing

Andrea Serdiuk
Signature

January 28, 2004
Date

Total number of pages including cover sheet, attachments, and document: 5

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

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

Trademark	Country Name	Application Number/Date	Registration Number/Date
AB & Design	United States of America	76/301673 17-Aug-2001	2648936 12-Nov-2002
AB Airbase & Design	United States of America	75/386494 07-Nov-1997	2305205 04-Jan-2000
Airbase Services, Inc.	United States of America	75/386493 07-Nov-1997	2317341 08-Feb-2000
Employee Powered Customer Driven	United States of America	76/301226 17-Aug-2001	2642394 29-Oct-2002

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of January, 2004, Airbase Services, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 5480 Valmont Road, Suite 300, Boulder, Colorado 80301, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said Harris Trust and Savings Bank acting as such agent and any successor or successors to said Harris Trust and Savings Bank in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

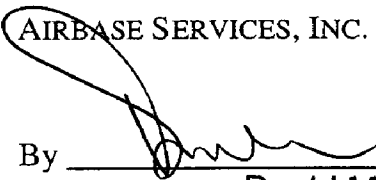
to secure performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of December 23, 2003, between Debtor and Secured Party (such Amended and Restated Security Agreement, as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

AIRBASE SERVICES, INC.

By 
Name David M.K. Metzger
Title Chief Financial Officer

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

AIRBASE SERVICES, INC.

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK, as Agent

By *M. Latta*
Name *Marilee Latta*
Title *Vice President*