

07-14-2004



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

RE

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

Tab settings

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

1. Name of conveying party(ies): Tech Enterprises, Inc.

7.12.04

- 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: 6/18/2004

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address:

Street Address: 8300 Greensboro Drive

City: McLean State: VA Zip: 22102-3604

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other 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) 76/145, 007; 76/145,010; 76/145,011

B. Trademark Registration No.(s) 1775075; 1775090; 1800528; 2610916; 2630205

Additional number(s) attached Yes No

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

Name: Nikolaus F. Schandlbauer, Esq.

Internal Address: Ober, Kaler, Grimes & Shriver

Street Address: Fifth Floor

1401 H Street, N.W.

City: Washington State: DC Zip: 20005-3324

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Nikolaus F. Schandlbauer

Name of Person Signing

Signature

7/7/04

Date

Total number of pages including cover sheet, attachments, and document: 11

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

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated June 18, 2004, is given by TECH ENTERPRISES, INC., a Virginia corporation ("Assignor"), in favor of BANK OF AMERICA, N.A., a national banking association ("Assignee").

BACKGROUND

Pursuant to a Credit Agreement dated June 18, 2004 between the Assignor and Assignee (as the same may from time to time be amended, restated, extended, refinanced, replaced, supplemented or otherwise modified, the "Credit Agreement"), the Assignee has agreed to make available to the Assignor a revolving line of credit in the aggregate principal amount not to exceed \$9,000,000 at any one time outstanding, the foregoing sometimes hereinafter called collectively the "Credit Facilities." As inducement to Assignee to enter into the Credit Agreement and make the Credit Facilities available to Assignor, Assignor agreed to, among other things, pledge to Assignee and grant Assignee a continuing, first priority security interest in and lien on all trademark applications and trademarks of Assignor.

As used herein, the term "Financing Documents" means collectively the Credit Agreement, and all notes, guarantees, mortgages, security agreements, debentures, and other documents previously, simultaneously or hereafter executed and delivered by Assignor or any party or parties in favor of Assignee to secure or guarantee, or in connection with, the Credit Facilities. All other capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. **Grant of Security Interest.** To secure the complete and timely payment and performance of all of its Obligations under the Credit Agreement and the other Financing Documents, Assignor, to the extent of its interest therein, hereby grants, assigns, conveys and pledges to Assignee a continuing, first priority security interest in and to all trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames owned, held or claimed by Assignor, all of which are listed in Schedule A hereto (as the same may be amended from time to time pursuant hereto), including, without limitation, all renewals thereof and 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, all rights owned by them corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. **Warranties and Representations.** Assignor hereby covenants with, and warrants to, Assignee that: (a) Assignor is the sole and exclusive owner of each of the Marks and all rights therein, free and clear of any liens, pledges, assignments or other encumbrances; (b) Assignor has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks are

RIGHTS, FORECLOSE UPON SUCH PROPERTY, OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT. NEITHER THIS EXERCISE OF SELF HELP REMEDIES NOR THE INSTITUTION OR MAINTENANCE OF AN ACTION FOR FORECLOSURE OR PROVISIONAL OR ANCILLARY REMEDIES SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CONTROVERSY OR CLAIM OCCASIONING RESORT TO SUCH REMEDIES.

20. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

TECH ENTERPRISES, INC.

By: _____


Ranjit Singh

(SEAL)

President and Chief Executive Officer

Address for All Notices:

TECH ENTERPRISES, INC.

11150 Main Street

Fairfax, Virginia 22030

Attention: Ranjit Singh, President and C.E.O.

Telephone: (703) 352-0001

Telecopy: (703) 352-9093

BANK OF AMERICA, N.A.

By: _____

Jessica L. Tencza, Vice President

Notice Address:

8300 Greensboro Drive

Mezzanine Level

McLean, Virginia 22102

Attn: Jessica L. Tencza, Vice President

Telephone: (703) 761-8558

Telecopy: (703) 761-8246

TRADEMARK

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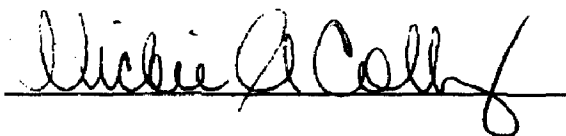
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TECH ENTERPRISES, INC.

By: _____ (SEAL)
Ranjit Singh
President and Chief Executive Officer

Address for All Notices:
TECH ENTERPRISES, INC.
11150 Main Street
Fairfax, Virginia 22030
Attention: Ranjit Singh, President and C.E.O.
Telephone: (703) 352-0001
Telecopy: (703) 352-9093

BANK OF AMERICA, N.A.



By: 
Ruth Ann Clark,
Senior Vice President

Notice Address:

8300 Greensboro Drive
Mezzanine Level
McLean, Virginia 22102
Attn: Jessica L. Tencza, Vice President
Telephone: (703) 761-8558
Telecopy: (703) 761-8246

**SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT
DATED JUNE 18, 2004
BY TECH ENTERPRISES, INC.
IN FAVOR OF
BANK OF AMERICA, N.A.**

LIST OF TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Miscellaneous Book Design in Classes 41 and 42 (application Serial No. 76/145,011)

MATHABLE Registration No. 1,775,075

Miscellaneous Book Design (Class 40) (application Serial No. 76/145,010)

YORK'S XMATH – Registration No. 1,775,090

YORK'S XTABLE – Registration No. 1,800,528

TECHBOOKS (& Design) in Class 42 (application Serial No. 76/145,007)

TechBooks in Classes 41 and 42 – Registration No. 2,630,205

XMLPublish – Registration No. 2,610,916