

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
Attorney Docket No.: 031538-14

TRADEMARKS ONLY

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

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

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

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

2. Name and address of receiving party(ies)  
Additional name(s) & address(es) attached?  Yes  No  
Name: **Merrill Lynch Capital, a Division of**  
**Merrill Lynch Business & Financial Services, Inc.**

Internal Address: **16<sup>th</sup> Floor**  
Street Address: **22 N. LaSalle Street**  
City: **Chicago** State: **Illinois** Zip: **60601**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Delaware**  
 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)

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

Execution Date: **March 21, 2005**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional sheet(s) attached  Yes  No

B. Trademark Registration No.(s)  
**See Attached**

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

Name: **Susan M. Freedman, Esq.**  
Firm: **Nixon Peabody LLP**  
Internal Address: **Suite 900**  
Street Address: **401 9<sup>th</sup> Street, N.W.**  
City: **Washington** State: **D.C.** Zip: **20004-2128**  
Phone Number: **(202) 585-8264**  
Fax Number: **(202) 585-8080**  
Email Address: **sfreedman@nixonpeabody.com**

6. Total number of applications and registrations involved: ..... **18**

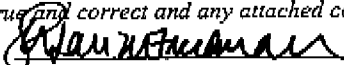
7. Total fee (37 CFR 3.41) ..... **\$380.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: **19-2380**  
Authorized User Name: **Nixon Peabody LLP**

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

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*

**Susan M. Freedman, Esq.**                                            **March 22, 2005**  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: **8**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 2213-1420

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TRADEMARK  
REEL: 003072 FRAME: 0890

CH \$380.00 192380 78466919

**SCHEDULE 1**  
**U.S. TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
IT DAYBOOK	2,361,155	June 27, 2000
CIVIC.COM	2,252,276	June 15, 1999
SIGS CONFERENCES & Design	1,885,341	March 21, 1995
101 COMMUNICATIONS	2,532,557	January 22, 2002
SYLLABUS	2,146,251	March 24, 1998
SYLLABUS	1,970,222	April 23, 1996
CERTCITIES	2,595,505	July 16, 2002
APPLICATION DEVELOPMENT TRENDS	1,937,606	November 21, 1995
THE POWER PLAYERS	2,209,034	December 8, 1998
FEDERAL 100	1,866,973	December 13, 1994
FEDERAL COMPUTER WEEK	1,491,071	June 7, 1988
ENT	2,377,099	August 15, 2000

**TRADEMARK APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
RECHARGER	78/465,919	August 11, 2004
CAMPUS TECHNOLOGY	78/481,956	September 10, 2004
RECHARGER & Design	78/465,945	August 11, 2004
THE SMARTIES	78/540,303	December 30, 2004

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<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
RECHARGER	76/597,762	June 17, 2004
RECHARGER & Design	76/597,761	June 17, 2004

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21<sup>st</sup> day of March, 2005 by 101communications LLC, a Delaware limited liability corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

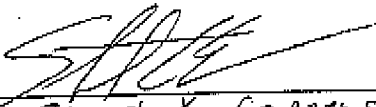
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

101COMMUNICATIONS LLC

By:   
Name: Stuart K. Coppens  
Title: CFO

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

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(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

101 COMMUNICATIONS LLC

By: \_\_\_\_\_  
Name:  
Title:

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By: *Ranu M. Zaremsa*  
Name: *Ranu M. Zaremsa*  
Title: *AVP*

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