

11-24-2004

DEPARTMENT OF COMMERCE  
Trademark Office

RECORDATION FOR  
TRADEMARK



102888588

To the Director of the U. S. Patent and Trademark Office: Please record the attached document. . . .ress(es) below.

11-16-04

1. Name of conveying party(ies)/Execution Date(s):

RS INFORMATION SYSTEMS, INC.

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

Citizenship (see guidelines) Maryland corporation

Execution Date(s) November 15, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CHEVY CHASE BANK, F.S.B., Agent

Internal

Address:

Street Address: 7501 Wisconsin Ave., 12th Flr.

City: Bethesda

State: Maryland

Country: USA Zip: 20814

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1) 2,459,397 2) 2,429,709

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Matthew S. Bergman, Esq.

Internal Address:

Dickstein Shapiro Morin & Oshinsky LLP

Street Address: 2101 L Street, N.W.

City: Washington

State: D.C. Zip: 20037

Phone Number: 202-775-4722

Fax Number: 202-887-0689

Email Address: bergmanm@dsmo.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1008  
Expiration Date Feb. 28, 2006

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name Gabrielle S. Roth

9. Signature:

Gayle E.W. Orman  
Signature  
Name of Person Signing

November 16, 2004

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 Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/23/2004 GTDN11 00000073 2459397

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

TRADEMARK  
REEL: 003083 FRAME: 0443

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2004, by RS Information Systems, Inc., a Maryland corporation (“Grantor”), in favor of Chevy Chase Bank, F.S.B., a federal savings bank, in its capacity as Agent for the Lenders.

### WITNESSETH THAT:

*WHEREAS*, pursuant to that certain Business Loan and Security Agreement dated as of the date hereof by and among Grantor, Agent, the Lenders, other “Lender” parties thereto from time to time, and other “Borrower” parties thereto from time to time (including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), the Lenders have agreed to make the Loans for the benefit of the Borrowers; and

*WHEREAS*, Agent and the Lenders are willing to make the Loans as provided for in the Loan Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Lenders, this Trademark Security Agreement;

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

1. **Defined Terms.** For the purposes of this Trademark Security Agreement, the terms set forth below shall have the following definitions:

“**Trademark License**” shall mean all rights under any written agreement now owned or hereafter acquired by any Borrower granting any right to use any Trademark.

“**Trademarks**” shall mean all of the following now owned or hereafter adopted or acquired by any Borrower: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

“**Trademark Collateral**” shall have the meaning attributed to such term in Section 2.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations 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 products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or 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.

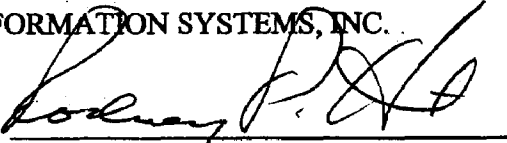
3. **Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights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

4. **Termination.** Upon payment in full of all Obligations pursuant to the Loan Agreement, this Trademark Security Agreement and the security interests granted to Agent herein shall terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

RS INFORMATION SYSTEMS, INC.

By:   
Name: Rodney P. Hunt  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

CHEVY CHASE BANK, F.S.B., as Agent

By: \_\_\_\_\_  
Name: Thomas G. Austing  
Title: Vice President

[Signature Page to Trademark Security Agreement]

DSMDB.1844998.2

TRADEMARK  
REEL: 003083 FRAME: 0446

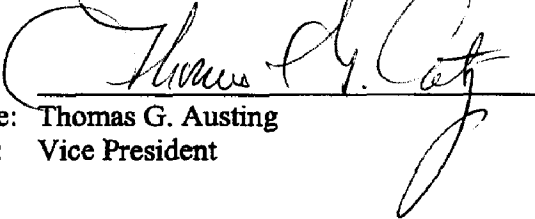
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RS INFORMATION SYSTEMS, INC.

By: \_\_\_\_\_  
Name: Rodney P. Hunt  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

CHEVY CHASE BANK, F.S.B., as Agent

By:   
Name: Thomas G. Austing  
Title: Vice President

[Signature Page to Trademark Security Agreement]

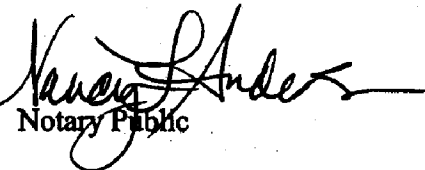
ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia )

COUNTY OF Fairfax )

ss.

On this 11<sup>th</sup> day of November, 2004, before me personally appeared RODNEY P. HUNT, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RS INFORMATION SYSTEMS, INC., 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.

*My Commission Expires 0-31-08*   
Notary Public

{seal}

Trademark Security Agreement

DSMDB.1844998.2

TRADEMARK  
REEL: 003083 FRAME: 0448

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Service mark RSIS and Design (International Classes 41 and 42), U.S. Registration No. 2,459,397, June 12, 2001		
Service mark RSIS (International Classes 41 and 42), U.S. Registration No. 2,429,709, February 20, 2001		

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Appl. No.</u>	<u>Date</u>
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TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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