Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prudent Capital I, L.P.		109/26/2005	LIMITED PARTNERSHIP: MARYLAND

RECEIVING PARTY DATA

Name:	TCOM, L.P.
Composed Of:	COMPOSED OF TCOM G.P., L.L.C. as General Partner and TCOM Holdings, L.L.C. as Limited Partner
Street Address:	7115 Thomas Edison Drive
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21046
Entity Type:	LIMITED PARTNERSHIP: MARYLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1023982	ТСОМ
Registration Number:	1203982	WSAW-TV
Registration Number:	1934412	SNAPPABLE
Registration Number:	1934413	32M
Registration Number:	1972143	LASS
Registration Number:	1911948	E-LASS
Registration Number:	1946257	71M
Registration Number:	1977116	MATSS
Registration Number:	2018678	TCOM, L.P.
Registration Number:	2634146	15M

CORRESPONDENCE DATA

TRADEMARK

900034647 REEL: 003181 FRAME: 0341

Fax Number: (410)837-1188

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 410-837-2200

Email: mhourigan@fsb-law.com

Correspondent Name: Michael K. Hourigan

Address Line 1: 100 South Charles Street

Address Line 2: Suite 1401

Address Line 4: Baltimore, MARYLAND 21201

ATTORNEY DOCKET NUMBER:	02-0522
NAME OF SUBMITTER:	Michael K. Hourigan
Signature:	/Michael K. Hourigan/
Date:	10/25/2005

Total Attachments: 15

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RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS

This is a Release of Security Interest in Patent and Trademark Rights ("Release"), entered into this 2 day of _______, 2005, by and between:

Prudent Capital I, L.P., a limited partnership organized and existing under the laws of the State of Maryland, having a place of business at 1120 Connecticut Avenue, N.W., Suite 1200, Washington, D.C. 20036 ("Secured Party"); and

TCOM, L.P., a limited partnership organized and existing under the laws of the State of Delaware, having a principal place of business at 7115 Thomas Edison Drive, Columbia, MD 21046 ("Debtor");

WHEREAS, Debtor and Secured Party entered into an agreement titled Collateral Assignment of Intellectual Property dated June 20, 2002, and attached hereto as Exhibit A, which was recorded in the United States Patent and Trademark Office on June 28, 2002, at Reel 2537, Frame 0314, and an agreement titled First Amendment to Collateral Assignment of Intellectual Property dated May 22, 2003, and attached hereto as Exhibit B, which was recorded in the United States Patent and Trademark Office on June 23, 2003, at Reel 2891, Frame 0862 (the Collateral Assignment of Intellectual Property and the First Amendment to Collateral Assignment of Intellectual Property hereinafter collectively referred to as the "Security Agreement"), with respect to the issued United States patents listed on Exhibit C (the "Patents") and the registered United States trademarks listed on Exhibit D (the "Trademarks"); and

WHEREAS, the Debtor's obligations to Secured Party have been satisfied and the Secured Party and Debtor are therefore desirous of terminating the Security Agreement and releasing the Security Interest created therein, and assigning any rights Secured Party may have acquired in the Patents and Trademarks back to Debtor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Secured Party and Debtor agree as follows:

- 1. The Security Agreement is terminated, the Security Interest created therein is released in its entirety, and any rights of the Secured Party in the Patents and Trademarks are assigned to Debtor without any representations or warranties as to title or any other matter whatsoever.
- 2. Debtor presently and hereafter holds title to the Patents and Trademarks in the same manner as would have been the case if the Security Agreement had never been entered into.
- 3. Any provision of this Release which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining

provisions hereof in such jurisdiction or render any other provision of this Release invalid, illegal, or unenforceable in any other jurisdiction.

- 4. This Release shall be binding upon Secured Party and its respective successors and assigns, and shall inure to the benefit of Debtor and Debtor's heirs, administrators, successors and assigns.
- 5. Except to the extent governed by Federal law, this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland, without regard to the conflict of laws principles thereof.

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer on the date first set forth above.

WITNESS/ATTEST:

Prudent Capital I, L.P.,

a Maryland limited partnership

By: Prudent Management, LLC,

a Maryland limited liability company

its General Partner

By:

Steven J. Schwartz

Manager

EXHIBIT A

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of this 20th day of June, 2002 between (1) TCOM, L.P., a Delaware limited partnership ("Assignor"), and (2) PRUDENT CAPITAL I, L.P., a Maryland limited partnership (the "Assignee").

WHEREAS, Assignor, Assignee and others entered into a Loan Agreement of even date herewith ("Loan Agreement"), pursuant to which Assignee has agreed to make a loan facility available to Assignor, such loan facility to be evidenced by, among other things, Assignor's Promissory Note of even date herewith made to the order of Assignee in the maximum principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Note"). As a condition to the making of the loan facility, Assignee requires that Assignor enter into this Assignment;

WHEREAS, any capitalized term used herein and not otherwise defined herein shall have the meaning given to it in the Loan Agreement; and

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Intellectual Property described in **Exhibit A** annexed hereto and made a part hereof.

Now Therefore, in consideration of the premises and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the undersigned parties agree as set forth below.

- 1. Grant of Security Interest. Assignor hereby assigns to Assignee a security interest in all of Assignor's now-existing or hereafter acquired right, title and interest in and to the Intellectual Property identified in Exhibit A and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof and any and all proceeds thereof, including, without limitation, any claims by Assignor against third parties for infringement of the Intellectual Property (hereinafter collectively "Collateral").
- 2. Obligations Secured. This Assignment is made to Assignee to secure repayment of the Note and to secure payments and performance of all Liabilities.

3. Warranties and Covenants.

- (a) Good Title. All of the existing Collateral is valid and subsisting in full force and effect in its current form as Intellectual Property, such Collateral represents all of the Intellectual Property used in or necessary for the conduct of the business of the Assignor, and Assignor owns the sole, full and clear title thereto. Assignor has the right and power to grant the assignments granted hereunder. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interest or encumbrances of any nature whatsoever, except the assignment granted hereunder.
- **(b) No Transfer.** Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of the Collateral without the prior written consent of Assignee to any such action, except as such action is expressly permitted hereunder.
- (c) Lien Perfection. Assignor will, at Assignor's expense, perform all acts and execute, perfect, maintain, record or enforce the assignment in the Collateral or to otherwise further the provisions of this Assignment. Assignor hereby authorizes Assignee to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Assignee.

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- (d) Litigation. Assignor has no actual knowledge of any rights, claims or other encumbrances that purport to preclude Assignor from conducting its business, and Assignor has no knowledge of any claim that its use of the Intellectual Property has or will violate any rights, or support any claim of infringement or other claims, of any other person or entity. Assignee may, in its sole discretion, pay any amount or do any act which Assignor fails to do or pay as required hereunder or as requested by Assignee to preserve, defend, protect, maintain, record or enforce the Liabilities, the Collateral, or the assignment granted hereunder, including without limitation, filing fees, court costs, travel expenses and reasonable attorneys' fees. In the event that the Intellectual Property is or becomes the subject of any litigation, Assignee shall at its option have the sole right to control such litigation, select counsel, determine whether settlement shall be offered or accepted, determine and negotiate all settlement terms and be indemnified by Assignor for all costs of litigation and settlement including, without limitation, all costs, expenses and reasonable attorneys' fees. Assignor will be liable to Assignee for any payments under this paragraph which shall be deemed reasonable expenses under the terms of the Note.
- (e) No Other Patents/Trademarks; No Pending Applications. As of the date hereof, Assignor has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, other than that described in **Exhibit A** annexed hereto; provided, however, that subject to subsection (f) below Assignor may from time to time file application(s) for trademark(s) and/or patent(s) which, upon filing, shall constitute Collateral for all purposes hereunder.
- (f) No Subsequent Applications. Assignor shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless Assignor has by prior written notice informed Assignee of such action and obtained consent thereto (which consent shall not be unreasonably withheld or delayed). Upon request of Assignee, Assignor shall execute and deliver to Assignee any and all assignments, agreements, instruments, documents and such other papers as may be requested by Assignee to effect a collateral assignment of such application to Assignee.
- (g) No Abandonment. Except as disclosed in Exhibit A, Assignor has not abandoned any pending patent or trademark application and Assignor will not do any act, nor omit to do any act, whereby the patents or trademarks may become abandoned or unenforceable. Assignor shall notify Assignee immediately if it knows or has reason to know of any reason why any application, trademark or patent may become abandoned, invalidated or the subject of any suit.
- **(h) Maintenance**. Assignor will render any assistance necessary to Assignee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application and Intellectual Property, including, without limitation, filing of renewals and paying annuities.
- (i) Notify. Assignor will promptly notify Assignee if Assignor (or Affiliate or subsidiary thereof) learns of any use by any person of any infringement of the Intellectual Property. If requested by Assignee, Assignor, at Assignor's expense, shall join with Assignee in such action as Assignee, in Assignee's discretion, may deem advisable for the protection of Assignee's interest in and to the Intellectual Property.
- (j) Indemnification. Assignor assumes all responsibility and liability arising from the use of Intellectual Property and Assignor hereby indemnifies and holds Assignee harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by Assignor (or any Affiliate or subsidiary thereof) in connection with any Intellectual Property or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor (or any Affiliate or subsidiary thereof).

- 4. Remedies of Assignee. Upon an Event of Default and in addition to all other rights and remedies of Assignee, whether provided under law or equity or otherwise, Assignee shall have the following rights and remedies which may be exercised without notice to, or consent by, Assignor except as such notice or consent is expressly provided for herein.
- (a) Stop Use. Assignee may require by written notice that neither Assignor nor any Affiliate or subsidiary of Assignor make any use of the patented inventions or the registered-marks subject hereto for any purpose whatsoever.
- **(b) Licenses**. Upon ten (10) days' notice to Assignor, Assignee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Assignee shall in its sole discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or nonexclusive basis throughout the United States of America, its territories and possessions and all foreign countries.
- (c) Sale. Upon ten (10) days' prior notice to Assignor, Assignee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, but subject to the Uniform Commercial Code for the State of Maryland ("UCC"). Assignee shall have the power to buy the Collateral or any part thereof, and Assignee shall also have the power to execute assurances and perform all other acts which Assignee may, in Assignee's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition.
- (d) Power of Attorney. In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Subparagraph 4(b) hereof, Assignee may at any time execute and deliver on behalf of Assignor, one or more instruments of assignment of the Collateral (or application, letters patent or recording relating thereto), in form suitable for filing, recording or registration. Assignor agrees to pay when due all reasonable costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and reasonable attorneys' fees.
- (e) Application of Proceeds; Deficiency. Assignee may first apply the fees or proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the reasonable costs and expenses thereof, including, without limitation to, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Assignee. Thereafter, Assignee shall apply any remaining proceeds to the Liabilities. Assignor shall remain liable to Assignee for any expenses or Liabilities remaining unpaid after the application of such proceeds, and Assignor will pay Assignee on demand any such unpaid amount, together with interest at the interest rate set forth in the Note.
- **(f) Trade Secrets.** In the event that any such license, assignment, sale or other disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Assignor shall supply to Assignee or Assignee's designee, Assignor's knowledge and expertise relating to the manufacture and sale of Assignor's products according to the patented inventions, if any, Assignor's customer lists, and other records relating to the distribution of Assignor's products.
- (g) Non-Exclusive Remedies. Nothing contained herein shall be construed as requiring Assignee to take any such action at any time. All of Assignee's rights and remedies, whether provided under law, the Liabilities, this Assignment or otherwise shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

5. Miscellaneous.

(a) Satisfaction. Upon the satisfactory completion of all the terms and conditions of this Assignment and the Liabilities and upon payment in full of all monies due thereunder, Assignee will

execute a re-assignment of the Intellectual Property listed in **Exhibit A** and deliver that re-assignment to Assignor for filing by Assignor, and execute and deliver for filing by Assignor a UCC-3 termination statement, at Assignor's expense.

- (b) No Waiver. Any failure or delay by Assignee to require strict performance by Assignor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument, shall not affect Assignee's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of Assignee, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Assignee and directed to Assignor, specifying such waiver.
- (c) Notice. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telex or telegram, immediately upon sending; if by Federal Express, express mail or any other overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, five days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other address as either party may designate by notice in accordance with the provisions of this paragraph):

If to Assignor:

TCOM, L.P.

7115 Thomas Edison Drive Columbia, Maryland 21046 Attention: David E. Barlow Telephone: (410) 312-2301 Facsimile: (410) 213-2455

With a copy to:

Thomas J. Schetelich, Esquire Ferguson, Schetelich & Ballew 1401 Bank of America Center

100 Charles Street

Baltimore, Maryland 21201 Telephone: (410) 837-2200 Facsimile: (410) 837-1188

If to Assignee:

Prudent Capital I, L.P.

c/o Prudent Management, LLC 1120 Connecticut Avenue, N.W.

Suite 1200

Washington, DC 20032

Attention: Steven J. Schwartz, Manager

Telephone: (202) 828-9041 Facsimile: (202) 296-6293

With a copy to:

C. Wayne Davis, Esquire Thomas & Libowitz, P.A. 100 Light Street, Suite 1100 Baltimore, MD 21202-1053 Telephone: (410) 752-2468 Facsimile: (410) 752-2046

- (d) Severability; Captions. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment, which shall be deemed severable. The captions and paragraph headings herein shall not be considered part of this Assignment.
- (e) Parties; Changes. This Assignment shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Assignment signed by the party to be charged thereby.
- **(f) Choice of Law.** The validity, interpretation and effect of this Assignment shall be governed by the laws of the State of Maryland without regard to its rules for conflicts of law.
- (g) No Marshalling. Notwithstanding the existence of any other security interests held by Assignee or by any other party, assignee shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein. Assignee shall have the right to determine the order in which any or all portions of the Liabilities are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Assignor, any party who becomes liable for Assignor's obligations and covenants under this Assignment, and any party who now or hereafter acquires a security interest in the Collateral, or any portion thereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.
- (h) Counterparts. This Assignment may be executed by the parties in one or more counterparts, each of which shall be binding against the signatory and all of which taken together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the day and year first above written.

"Assignor":

TCOM, L.P.,
a Delaware limited partnership
By: CSG, Inc., General Partner

By:
Name: Devid E: Barlow
Title: President

"Assignee":

PRUDENT CAPITAL I, L.P.,
a Maryland limited partnership

By: Prudent Management, LLC,
a Maryland limited liability company,

its General Partner

Steven J. Schwartz, Manager

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the day and year first above written.

"Assignor":

TCOM, L.P.,
a Delaware limited partnership
By: CSG, Inc., General Partner

Witness:

By:
Name: David E. Barlow
Title: President

"ASSIGNEE":

PRUDENT CAPITAL I, L.P.,
a Maryland limited partnership

By: Prudent Management, LLC,
a Maryland limited liability company,

its General Partner

Witness: <u>Alarlene Hewart</u>

EXHIBIT A

Intellectual Property

ISSUED PATENTS

PATENT NO.:	ISSUE DATE	OWNER
5,713,536	02/03/97	TCOM, L.P.
5,509,756	04/23/96	TCOM, L.P.
5,429,325	07/04/95	TCOM, L.P.
4,999,640	03/12/91	TCOM, L.P.
4,903,036	02/20/91	TCOM, L.P.
4,842,221	06/02/89	TCOM, L.P.
4,842,219	06/27/89	TCOM, L.P.
4,816,620	03/28/89	TCOM, L.P.
4,476,576	10/09/84	TCOM, L.P.
4,402,479	09/06/83	TCOM, L.P.
4,204,213	05/20/80	TCOM, L.P.

REGISTERED TRADEMARKS

REGISTRATION NO.:	ISSUE DATE	OWNER
1,023,982 .	01/17/73	TCOM, L.P.
2,018,678 •	11/26/96	TCOM, L.P.
1,946,257 •	01/09/96	TCOM, L.P.
1,934,412 3	11/07/96 (Subject to Request for Reinstateme	TCOM, L.P.
1,972,143 🕯	05/07/96	TCOM, L.P.
1,977,116 •	05/28/96	TCOM, L.P.
1,911,948	09/15/95 (Obsolete—Voluntarily Abandoned	TCOM, L.P.

PENDING TRADEMARK APPLICATIONS

SERIAL NO.:	FILING DATE	OWNER
76/125937	05/09/00	TCOM, L.P.

EXHIBIT B

FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made as of this day of May, 2003, by and between TCOM, L.P., a Delaware limited partnership (the "Borrower"), and Prudent Capital I, L.P., a Maryland limited partnership (the "Lender"), witnesseth:

Recitals

The Lender established a line of credit in favor of the Borrower in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "2002 Financial Accommodation") pursuant to the terms and conditions of a Loan Agreement dated June 20, 2002, by and between the Borrower and the Lender. The Lender required, as a condition to the making of the 2002 Financial Accommodation, the execution and delivery of a Collateral Assignment of Intellectual Property dated June 20, 2002 (the "Assignment"), by the Borrower in favor of the Lender.

The Borrower has requested and the Lender has agreed to increase the 2002 Financial Accommodation by an additional Four Hundred Thousand Dollars (\$400,000) to a maximum aggregate principal amount outstanding at any one time up to but not exceeding Two Million Nine Hundred Thousand Dollars (\$2,900,000). The 2002 Financial Accommodation as amended hereby being referred to herein as the "Financial Accommodation." In connection therewith the Borrower and the Lender have agreed to amend certain provisions of the Assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

- 1. The facts set forth above are true and accurate in each respect.
- 2. To evidence the Financial Accommodation, the Assignment is hereby amended as follows:
 - a. Any and all references to "Two Million Five Hundred Thousand Dollars (\$2,500,000)" are hereby deleted and "Two Million Nine Hundred Thousand Dollars (\$2,900,000)" is inserted in each instance in lieu thereof.
 - b. The first WHEREAS clause on Page One (1) of the Assignment shall be amended so that after the word "herewith" and before "("Loan Agreement")" in the second line of such WHEREAS clause, the following words are inserted therein:

"as such Loan Agreement may be amended, modified or supplemented from time to time"

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The first WHEREAS clause on Page One (1) of the C. Assignment shall be amended so that after "(2,500,000)" and before "(the "Note)" in the fifth line of such WHEREAS clause, the following words are inserted therein:

"as such Promissory Note may be amended, modified or supplemented from time to time"

- 3. The term "this Assignment" as used in the Assignment shall mean the Assignment as modified herein unless the context clearly indicates or dictates a contrary meaning.
- 4. The Borrower will execute such confirmatory instruments with respect to the Assignment as the Lender may require.
- 5. The Borrower ratifies and confirms all of its liabilities and obligations under the Assignment, as amended hereby. The Borrower and the Lender agree that this Agreement shall not be construed as an agreement to extinguish the original obligations under the Assignment and shall not constitute a novation as to the obligations of the Borrower under the Assignment.
- 6. This Agreement may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of the Lender and the Borrower. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.
- 7. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Borrower and the Lender have caused this Agreement to be executed under seal as of the date first above written.

WITNESS/ATTEST:

Ira adkerson

LENDER:

Prudent Capital I, L.P.

By: Prudent Management, LLC, General Partner

By:

Name: Steven J. Schwar

Title: Manager

WITNESS/ATTEST:

BORROWER:

TCOM, L.P.

By: TCOM-GP, LLC, General Partner

By:

Name: David E. Barlow

President

TRADEMARK REEL: 003181 FRAME: 0355

(SEAL)

EXHIBIT C

Pater	nt Number	Issue Date
1.	5,713,536	2/23/97
2.	5,509,756	4/23/96
3.	5,429,325	7/4/95
4.	4,999,640	3/12/91
5.	4,903,036	2/20/91
6.	4,842,221	6/2/89
7.	4,842,219	6/27/89
8.	4,816,620	3/28/89
9.	4,476,576	10/9/84
10.	4,402,479	9/6/83
11.	4,204,213	5/20/80

EXHIBIT D

Trademark Number		Registration Date
1.	1023982	10/28/75
2.	1203982	8/3/82
3.	1934412	11/7/95
4.	1934413	11/7/95
5.	1972143	5/7/96
6.	1911948	8/15/95
7.	1946257	1/9/96
8.	1977116	5/28/96
9.	2018678	11/26/96
10.	2634146	10/15/02

RECORDED: 10/25/2005