

01-06-1999

ER SHEET
NLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = = ▼

To the Honorable Commissioner

100935814

the attached original documents of copy thereof.

1. Name of conveying party(ies):

Morgan Stanley Senior Funding, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **MRD 12/24/98**
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment to Collateral

Assignment of Security Interest in Trademarks

Execution Date: December 1, 1998

2. Name and address of receiving party(ies)

Name: General Electric Capital
Corporation, as Agent

Internal Address: _____

Street Address: 201 High Ridge RoadCity: Stamford State: CT ZIP: 06927

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

If assignee is not domiciled in the United States, a domestic representative designator 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)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura KonrathInternal Address: Winston & Strawn33rd FloorStreet Address: 35 West Wacker DriveCity: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$ 215.00☒ Enclosed **215E**☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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 information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing


Signature12/10/98

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1840 FRAME: 0795

Continuous Item 1

IPC Information Systems, Inc.
a Delaware Corporation

U.S.

TRADEMARK SCHEDULE

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Continuation Item

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MARK	REG. NO/SERIAL NO. & DATE	RENEWAL DEADLINE	CURRENT LISTED OWNER
CENTREMAX	1,405,638 August 19, 1986	August 19, 2006	IPC Information Systems, Inc.
CENTREMAX Plus Design	1,465,255 November 17, 1987	November 17, 2007	IPC Information Systems, Inc.
EXCHANGEPHONE	1,965,042 April 2, 1996	April 2, 2006	IPC Information Systems, Inc.
IPC (Stylized)	1,034,698 March 2, 1976	March 2, 2006	IPC Information Systems, Inc.
IPC (Stylized)	74/228,939 December 10, 1991	N/A	IPC Information Systems, Inc.
IPC INFORMATION SYSTEMS (Stylized)	74/228,940 December 10, 1991	N/A	IPC Information Systems, Inc.
TRADENET	1,430,084 February 24, 1987	February 24, 2007	IPC Information Systems, Inc.
TRADENET MX Plus Design	1,834,423 May 3, 1994	May 3, 2004	IPC Information Systems, Inc.

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**Amendment to
Collateral Assignment of Security Interest in Trademarks**

This AMENDMENT TO COLLATERAL ASSIGNMENT OF SECURITY INTEREST, dated December 1, 1998, is by and between Morgan Stanley Senior Funding, Inc., having a place of business at 1585 Broadway, New York, New York 10036 (the "Original Grantee"); and in favor of General Electric Capital Corporation, having a place of business at 201 High Ridge Road, Stamford, Connecticut 06927, the new "Administrative Agent" (appointed as successor Administrative Agent (replacing Original Grantee in its capacity as Administrative Agent) pursuant to the Credit Agreement referred to below) for the purposes of substituting General Electric Capital Corporation as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, IPC Information Systems, Inc., a Delaware corporation (the "Grantor"), and IPC Funding Corp., a Delaware corporation, are parties to a Credit Agreement, dated as of April 30, 1998 (as amended to date and hereafter amended, supplemented, restated or otherwise modified from time to time, and together with all exhibits, schedules, documents and instruments ancillary thereto, the "Credit Agreement") with the financial institutions party thereto from time to time, the Original Grantee, as syndication agent and arranger, Goldman Sachs Capital Partners L.P., as documentation agent, and General Electric Capital Corporation, as collateral agent and the new administrative agent. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement or Collateral Assignment-Trademarks referred to below as appropriate;

WHEREAS, in connection with the Credit Agreement, the Grantor executed a Collateral Assignment of Interest in Trademarks-Short Form, dated April 30, 1998 (as amended, supplemented, restated or otherwise modified from time to time) (the "Collateral Assignment-Trademarks"), in favor of the Original Grantee, pursuant to which the Grantor granted to the Original Grantee for its benefit and the ratable benefit of the other Secured Parties a lien on and security interest in, inter alia, all of Grantor's right, title and interest in and to trademarks and trademark applications therefor whether then owned or thereafter acquired or created, including, without limitation, the trademarks and trademark applications and registrations therefor listed on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, the Collateral Assignment-Trademarks was recorded with the Trademark Branch of the United States Patent and Trademark Office on June 8, 1998 on Reel 1737 Frame 0088 naming the Grantor as Assignor and the Original Grantee as Assignee; and

WHEREAS, the Original Grantee desires to record the Grantor's grant of security interest in the Trademarks in favor of the new Administrative Agent, for its benefit and the ratable benefit of the other Secured Parties with the Trademark Branch of the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Grantee hereby agrees with the new Administrative Agent for its benefit and the ratable benefit of the other Secured Parties as follows:

1. The Original Grantee hereby resigns as Administrative Agent and appoints General Electric Capital Corporation as the new Administrative Agent,

in accordance with the terms of the Credit Agreement. General Electric Capital Corporation consents to and accepts appointment as the new Administrative Agent in accordance with the terms of the Credit Agreement and Collateral Assignment-Trademarks and hereby accepts from Grantor for its benefit and the ratable benefit of the other Secured Parties, the grant of security interest in all of Grantor's right, title and interest in and to the Trademarks and the goodwill of Grantor's business symbolized thereby; and

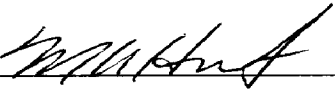
2. The Credit Agreement and Collateral Assignment-Trademarks and their terms and provisions are incorporated herein by reference in their entirety.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Original Grantee has caused this Amendment to

Collateral Assignment of Security Interest in Trademarks to be duly executed and delivered by
a duly authorized officer as of the date first written above.

MORGAN STANLEY SENIOR FUNDING, INC.,
as resigning Administrative Agent

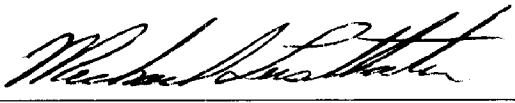
By: 

Name: MICHAEL A. HART
Principal

Title: _____

AGREED TO AND ACKNOWLEDGED:

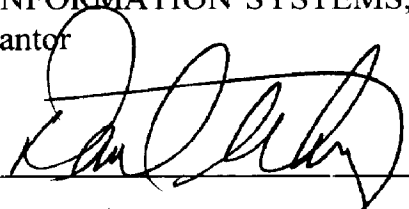
GENERAL ELECTRIC CAPITAL CORPORATION,
as New Administrative Agent

By: 

Name: Michael Hustader

Title: Duly Authorized Signatory

IPC INFORMATION SYSTEMS, INC.
as Grantor

By: 

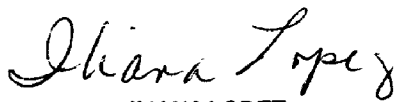
Name: Daniel Ulevsky

Title: Vice President, General Counsel

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Iliana Lopez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Hart, personally known to me to be a Principal of Morgan Stanley Senior Funding, Inc., the person who executed the foregoing instrument, who being by me duly sworn, did depose and say he is the officer of such corporation described in and which executed the foregoing instrument; that said instrument is signed on behalf of such corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of such corporation.

GIVEN under my hand and notarial seal this 1st day of December 1998.


ILIANA LOPEZ
Notary Public, State of New York
No. 24-4996252
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 11, 2000

U.S. TRADEMARK SCHEDULE

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG. NO/SERIAL NO. & DATE	RENEWAL DEADLINE	CURRENT LISTED OWNER
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TRADENET MX Plus Design	1,834,423 May 3, 1994	May 3, 2004	IPC Information Systems, Inc.

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FOREIGN TRADEMARK/TRADE NAME REGISTRATIONS
(Benelux, Canada, France, Germany, Switzerland, UK, Australia, Hong Kong, Japan, Mexico, Singapore)

MARK	REG. NO. & DATE	RENEWAL DEADLINE	COUNTRY	CURRENT LISTED OWNER
TRADENET MX Plus Design	515,788 April 7, 1992	April 7, 2002	Benelux	IPC Information Systems, Inc.
TRADENET	TMA413,255 June 11, 1993	June 11, 2003	Canada	IPC Information Systems Inc.
TRADENET MX Plus Design	TMA456,349 April 5, 1996	April 5, 2006	Canada	IPC Information Systems, Inc.
TRADENET MX Plus Design	92,421,054 June 2, 1992	June 1, 2002	France	IPC Information Systems, Inc.
TRADENET MX Plus Design	2,067,260 June 10, 1994	April 10, 2002	Germany	IPC Information Systems, Inc.
DEALERPHONE Plus Design	368,565 September 4, 1987	September 4, 2007	Switzerland	Contel Financial Systems
SERIES II DEALERBOARD Plus Design	359,449 September 4, 1987	September 4, 2007	Switzerland	Contel Financial Systems Inc.
TRADENET MX	397,673 April 13, 1992	April 13, 2012	Switzerland	IPC Information Systems
TRADENET	1,386,980 August 5, 1994	June 15, 2006	United Kingdom	IPC Information Systems, Inc.
TRADENET MX Plus Design	B1,499,967 September 1, 1995	May 8, 1999	United Kingdom	IPC Information Systems, Inc.
SERIES II DEALERBOARD Plus Design	A 469,822 August 29, 1987	July 28, 2008	Australia	IPC Information Systems, Inc.
SERIES II DEALERBOARD Plus Design	B 321/1990 March 13, 1987	March 13, 2008	Hong Kong	IPC Information Systems, Inc.

TRADEMARK
REEL: 1840 FRAME: 0804

NY02A/217279.1



MARK	REG. NO. & DATE	RENEWAL DEADLINE	COUNTRY	CURRENT LISTED OWNER
DEALERPHONE Plus Design	B322/1990 March 13, 1987	March 13, 2008	Hong Kong	IPC Information Systems, Inc.
TRADENET MX Plus Design	B 10122/1996 June 11, 1992	June 11, 1999	Hong Kong	IPC Information Systems, Inc.
TRADENET MX Plus Design	3,161,428 May 31, 1996 (CL. 9)	May 31, 2006	Japan	IPC Information Systems, Inc.
TRADENET MX Plus Design	3,305,847 May 16, 1997 (CL. 38)	May 16, 2007	Japan	IPC Information Systems, Inc.
TRADENET MX Plus Design	4,081,483 November 14, 1997 (CL. 35)	November 14, 2007	Japan	IPC Information Systems, Inc.
SERIES II DEALERBOARD Plus Design	2,468,625 October 30, 1992	October 30, 2002	Japan	Contel financial Systems, Inc.
TRADENET MX	429,920 January 25, 1993	May 8, 2002	Mexico	IPC Information Systems, Inc.
SERIES II DEALERBOARD Plus Design	4388/87 September 10, 1987	September 10, 2004	Singapore	IPC Information Systems, Inc.
DEALERPHONE Plus Design	4389/87 September 10, 1987	September 10, 2004	Singapore	IPC Information Systems, Inc.
TRADENET MX Plus Design	2658/92 April 13, 1992 (Application)	Not Applicable	Singapore	IPC Information Systems, Inc.

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