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Expires 06/30/99
OMB 0651-0027



02-14-2001

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
02 12 01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002243 FRAME: 0230

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/637,607"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kevin Gralley
Name of Person Signing

[Signature]
Signature

02/12/01
Date Signed

AGREEMENT

(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 12th day of February, 2001, between **PAICE CORPORATION**, a Delaware corporation (the "Grantor"), and **THE ABELL FOUNDATION, INC.**, a Maryland corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan, Stock Purchase and Security Agreement of even date herewith (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Loan Agreement") between Grantor and Lender, Lender has extended credit to Grantor and Grantor has granted a security interest in Trademark Collateral (as defined below) to Lender;

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Loan Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

Section 2. Grant of Security Interest. As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, Grantor hereby grants to Lender a lien and continuing security interest in, and pledges and assigns to Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source business identifiers, prints and labels on

which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (c) all reissues, extensions or renewals of any of the items described in the foregoing clauses (a) and (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Existing Warrants) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. Grantor shall make notations, satisfactory to Lender, on its books and records disclosing the existence of Lender's security interest in the Trademark Collateral. Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document. This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PAICE CORPORATION

By: Alex J. Seveinsky
Name: Alex J. Seveinsky
Title: CEO
Address:
8605 Cameron Street, Suite 315
Silver Spring, Maryland 20910,
Fax Number: (301) 608-1405
Attention: Thomas G. Annick

**THE ABELL FOUNDATION, INC.
as Lender**

By: Robert C. Embry
Robert C. Embry
President
Address:
111 South Calvert Street,
Suite 2300,
Baltimore, Maryland 21202)
Fax Number: (410) 539-6579
Attention: Robert C. Embry

ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)

Item A. Trademarks

Issued Trademarks

[None]

Pending Trademark Applications

<u>Trademark</u> <u>Application No.</u>	<u>Trademark</u>	<u>Date of Filing</u>
#75/637,607	PAICE	02/08/99

Item B. Trademark Licenses

[None]