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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): PAICE CORPORATION 8605 Cameron Street Suite 315 Silver Spring, MD 20910

2. Name and address of receiving party(ies) Name: THE ABELL FOUNDATION, INC. Internal Address: Street Address: 111 S. Calvert St. Ste. 2300 City: Baltimore State: MD Zip: 21202

3. Nature of conveyance: [X] Other Loan, Stock Purchase and Security Agreement Execution Date: 9/13/01

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/288,534 76/292,932

B. Trademark Registration No.(s) Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Felicia Gordon Internal Address: Hogan & Hartson L.L.P. Street Address: 8300 Greensboro Dr. Suite 1100 McLean, Virginia 22102

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 70.00 [X] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 08-2550

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. Kevin G. Gralley, Esq. 9/17/01 Date Signature

10/10/2001 LMUELLER 00000141 76288534 40.00 DP 25.00 DP

Total number of pages including cover sheet, attachments, and document: 6 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Refund Ref: 10/10/2001 LMUELLER 0000110815 CHECK Refund Total: \$5.00

# AGREEMENT

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 13<sup>th</sup> day of September, 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. Severinsky  
Name: Alex J. Severinsky  
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: [Signature]  
Robert C. Embry, Jr.  
President  
Address:  
111 South Calvert Street,  
Suite 2300,  
Baltimore, Maryland 21202)  
Fax Number: (410) 539-6579  
Attention: Robert C. Embry, Jr.

**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>
#76/288,534	Paice	07/30/01
#76/292,932	Hyperdrive	07/31/01

**Item B. Trademark Licenses**

**[None]**