

10-02-2003



Form PTO-1594
(Rev. 10/02)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102565218

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

50-2-01

1. Name of conveying party(ies): *10-2-03*
Paice Corporation
8605 Cameron Street, Suite 315
Silver Spring, MD 20910
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Henry Buist
Internal
Address: _____
Street Address: 6608 Tina Lane
City: McLean State: VA Zip: 22101
 Individual(s) citizenship American
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other _____
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 07/23/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
76/288534, 76/292932
B. Trademark Registration No.(s) _____
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Andrew Hirsch
Internal Address: Paice Corporation
Street Address: 6830 Elm Street
City: McLean State: VA Zip: 22101

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Andrew D. Hirsch *Andrew D. Hirsch* 10/2/03
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 31

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/02/2003 EDDOPER 00000056 76200534

01 FC:10521 40.00 US
02 FC:10522 25.00 US

TRADEMARK
REEL: 002836 FRAME: 0786

Additional Names and Addresses of Receiving Parties

Alessandra and Michael Daigneault

1512 Nightshade Court
Vienna, VA 22182

William Godin

34 Steinway Court
Williamsville, New York 14221

Ellen Hirsch

37 West 12th Street, Apt. PHC
New York, New York 10011

Suzanne Hirsch and Neil Rosenthal

1421 Fallswood Drive
Potomac, MD 20854

Stephen O'Shea

Aobadai Homes #402
1-4-7 Aobadai
Meguro-ku
Tokyo 153-0042
Japan

Nelson Schaenen Jr.

56 Midwood Terrace
Madison, New Jersey 07940

Domestic Representative Designation

Stephen O'Shea is a citizen of the United States of America who resides at:

Aobadai Homes #402
1-4-7 Aobadai
Meguro-ku
Tokyo 153-0042
Japan

The Domestic Representative for Stephen O'Shea is Mr. Leonard Leiman, whose mailing address is:

Mr. Leonard Leiman LLP
Fulbright & Jaworski
666 Fifth Avenue
New York, NY 10103-3198

AGREEMENT

(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 23rd day of July, 2003, between **PAICE CORPORATION**, a Delaware corporation (the "Grantor"), and **HENRY BUIST** ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan, Warrant 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 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.

Section 8. Intercreditor Agreement. This Agreement and the exercise by Lender of its rights and remedies hereunder are subject to the terms and conditions of the Intercreditor 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

PAICE CORPORATION

By: Alan J. Sedecinsky
Name: _____
Title: CFO

Address: 8605 Cameron Street, Suite 315
Silver Spring, Maryland 20910
Fax Number: (301) 608-1405
Attention: Thomas G. Annick

Henry Buist
HENRY BUIST, as Lender

Address: 6608 Tina Lane
Mc Lean, Virginia 22101

ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)

Item A. **Trademarks**

Issued Trademarks

[None]

Pending Trademark Applications

<u>Trademark</u> <u>Application No.</u>	<u>Title</u>	<u>Date of Filing</u>
#76/288,534	PAICE	7/20/01
#76/292,932	HYPERDRIVE	7/31/01

Item B. **Trademark Licenses**

[None]

AGREEMENT
(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 23rd day of July, 2003, between **PAICE CORPORATION**, a Delaware corporation (the "Grantor"), and **ALESSANDRA DAIGNEAULT AND MICHAEL DAIGNEAULT, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan, Warrant 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 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.

Section 8. Intercreditor Agreement. This Agreement and the exercise by Lender of its rights and remedies hereunder are subject to the terms and conditions of the Intercreditor 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

PAICE CORPORATION

By: *Alvin T. Secoursky*
Name: _____
Title: *CFO*

Address: 8605 Cameron Street, Suite 315
Silver Spring, Maryland 20910
Fax Number: (301) 608-1405
Attention: Thomas G. Annick

Alessandra Daigneault
Alessandra Daigneault

and

Michael Daigneault
Michael Daigneault
as Joint Tenants With Right of
Survivorship, as Lender

Address: 1512 Nightshade Court
Vienna, Virginia 22182

ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)

Item A. **Trademarks**

Issued Trademarks

[None]

Pending Trademark Applications

<u>Trademark</u> <u>Application No.</u>	<u>Title</u>	<u>Date of Filing</u>
#76/288,534	PAICE	7/20/01
#76/292,932	HYPERDRIVE	7/31/01

Item B. **Trademark Licenses**

[None]

AGREEMENT
(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 23rd day of July, 2003, between **PAICE CORPORATION**, a Delaware corporation (the "Grantor"), and **WILLIAM N. GODIN** ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan, Warrant 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 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.

Section 8. Intercreditor Agreement. This Agreement and the exercise by Lender of its rights and remedies hereunder are subject to the terms and conditions of the Intercreditor 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

PAICE CORPORATION

By: Alan J. Secoursky
Name: _____
Title: CFO

Address: 8605 Cameron Street, Suite 315
Silver Spring, Maryland 20910
Fax Number: (301) 608-1405
Attention: Thomas G. Annick

William N. Godin
WILLIAM N. GODIN, as Lender

Address: 34 Steinway Court
Williamsville, New York 14221

ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)

Item A. **Trademarks**

Issued Trademarks

[None]

Pending Trademark Applications

<u>Trademark Application No.</u>	<u>Title</u>	<u>Date of Filing</u>
#76/288,534	PAICE	7/20/01
#76/292,932	HYPERDRIVE	7/31/01

Item B. **Trademark Licenses**

[None]

AGREEMENT
(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 23rd day of July, 2003, between **PAICE CORPORATION**, a Delaware corporation (the "Grantor"), and **ELLEN HIRSCH**, ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan, Warrant 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 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.

Section 8. Intercreditor Agreement. This Agreement and the exercise by Lender of its rights and remedies hereunder are subject to the terms and conditions of the Intercreditor 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

PAICE CORPORATION

By: Allen J. Seccombe
Name: _____
Title: CFO

Address: 8605 Cameron Street, Suite 315
Silver Spring, Maryland 20910
Fax Number: (301) 608-1405
Attention: Thomas G. Annick

Ellen Hirsch
ELLEN HIRSCH, as Lender

Address: 37 West 12th Street, Apt. PHC
New York, New York 10011

ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)

Item A. **Trademarks**

Issued Trademarks

[None]

Pending Trademark Applications

<u>Trademark Application No.</u>	<u>Title</u>	<u>Date of Filing</u>
#76/288,534	PAICE	7/20/01
#76/292,932	HYPERDRIVE	7/31/01

Item B. **Trademark Licenses**

[None]

AGREEMENT
(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 23rd day of July, 2003, between **PAICE CORPORATION**, a Delaware corporation (the "Grantor"), and **SUZANNE HIRSCH AND NEIL ROSENTHAL, AS TENANTS BY THE ENTIRETY** ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan, Warrant 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 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.

Section 8. Intercreditor Agreement. This Agreement and the exercise by Lender of its rights and remedies hereunder are subject to the terms and conditions of the Intercreditor 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

PAICE CORPORATION

By: Alex J. Sevinsky
Name: _____
Title: CEO

Address: 8605 Cameron Street, Suite 315
Silver Spring, Maryland 20910
Fax Number: (301) 608-1405
Attention: Thomas G. Annick

Suzanne Hirsch
Suzanne Hirsch

and
Neil Rosenthal
Neil Rosenthal
as Tenants by the Entirety, as Lender

Address: 1421 Fallswood Dr.
Potomac, Maryland 20854

ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)

Item A. **Trademarks**

Issued Trademarks

[None]

Pending Trademark Applications

<u>Trademark</u> <u>Application No.</u>	<u>Title</u>	<u>Date of Filing</u>
#76/288,534	PAICE	7/20/01
#76/292,932	HYPERDRIVE	7/31/01

Item B. **Trademark Licenses**

[None]

AGREEMENT
(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 23rd day of July, 2003, between **PAICE CORPORATION**, a Delaware corporation (the "Grantor"), and **STEPHEN O'SHEA** ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan, Warrant 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 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.

Section 8. Intercreditor Agreement. This Agreement and the exercise by Lender of its rights and remedies hereunder are subject to the terms and conditions of the Intercreditor 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

PAICE CORPORATION

By: *Alan J. Scovinsky*
Name: _____
Title: *CFO*

Address: 8605 Cameron Street, Suite 315
Silver Spring, Maryland 20910
Fax Number: (301) 608-1405
Attention: Thomas G. Annick

Stephen O'Shea
STEPHEN O'SHEA, as Lender

Address: Aobadai Homes #402
1-4-7 Aobadai
Meguro-ku
Tokyo 153-0042
Japan

ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)

Item A. **Trademarks**

Issued Trademarks

[None]

Pending Trademark Applications

<u>Trademark</u> <u>Application No.</u>	<u>Title</u>	<u>Date of Filing</u>
#76/288,534	PAICE	7/20/01
#76/292,932	HYPERDRIVE	7/31/01

Item B. **Trademark Licenses**

[None]

AGREEMENT

(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 23rd day of July, 2003, between **PAICE CORPORATION**, a Delaware corporation (the "Grantor"), and **NELSON SCHAENEN, JR.** ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan, Warrant 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 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.

Section 8. Intercreditor Agreement. This Agreement and the exercise by Lender of its rights and remedies hereunder are subject to the terms and conditions of the Intercreditor 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

PAICE CORPORATION

By: *Alan J. Secorsky*
Name: _____
Title: *CFO*

Address: 8605 Cameron Street, Suite 315
Silver Spring, Maryland 20910
Fax Number: (301) 608-1405
Attention: Thomas G. Annick

Nelson Schaeenen Jr.
NELSON SCHAENEN, JR., as Lender

Address: 56 Midwood Terrace
Madison, New Jersey 07940

ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)

Item A. **Trademarks**

Issued Trademarks

[None]

Pending Trademark Applications

<u>Trademark</u> <u>Application No.</u>	<u>Title</u>	<u>Date of Filing</u>
#76/288,534	PAICE	7/20/01
#76/292,932	HYPERDRIVE	7/31/01

Item B. **Trademark Licenses**

[None]