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I hereby certify that this correspondence or, if this paper is a transmittal letter, every other paper or fee referred to therein, is being deposited electronically, via facsimile at (703) 306-5995 to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on

Date: Name: November 3, 2003

Signature:

Melissa Scanzillo Keluia Acangolis Clifford Chance US LLP

Docket No. 8074-003

Commissioner of Patents Mail Stop Assignment

P.O. Box 1450

Alexandria, VA 22313-1450

Please record the attached original document(s) or copy(ies) thereof:

"-				
Conveying party(ies):		Receiving party:		
(name)	(Exec. date)	Wachovia Bank, National	Wachovia Bank, National Association	
Kavouras, Inc.	10/31/03	(as Junior Collateral Agen	t)	
		One Wachovia Center		
		301 S. College Street		
		5th Floor, NC-0537		
		Charlotte, North Carolina	28288	
		Attn: Edward D. Ridenho		
Conveyance Type:		Submission Type:		
☐Assignment ☐ Security Ag	reement	New	Λ.	
License Change of I		Resubmission: Doc.	TD#	
Merger Other		Correction of PTO er		
	<del></del>	Corrective Documen		
		Corrective Documen	it Flame	
Enter either Patent Application Number Patent Application Number(s)	6,252,539	Patent Number(s)		
Correspondence Address:	<u>I</u>	Number of Properties:		
		Total number of properties in	rvolved: <u>1</u>	
Melissa Scanzillo		<u>Fee</u> :		
CLIFFORD CHANCE US LLP		Total fee under 37 CFR 1.21	(h) (\$40/per) \$40.00	
200 Park Avenue		Enclosed		
New York, New York 10166		Authorized to charge to		
Telephone: (212) 878-8476		<b>50-0521.</b> A duplicate co	py of this cover sheet is	
Facsimile: (212) 878-8375		attached.		
racomme. (212) 0/0-03/3		Please apply any additional fee or any credits to		
		Deposit Account 50-052	1.	
Statement and signature: To the be	st of my know	ledge and belief, the foregoin	ng information is true and	
correct and any attached copy is a true	copy of the oris	ginal document.	-	
Melissa Scanzillo	<u> 4/00</u>	maskayello	November 3, 2003	
		Signature ()	Date	

Cover Sheet Page 1 of 1

**PATENT** NYA 639311.1 **REEL: 014097 FRAME: 0612** 

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## PATENT SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Kavouras, Inc. a Minnesota corporation (herein referred to as the "<u>Grantor</u>"), whose address is 11400 Rupp Drive, Burnsville, Minnesota, 55337, owns the letters patent, and/or applications for letters patent, of the United States of America, more particularly described on Schedule 1-A annexed hereto as part hereof (the "<u>Patents</u>");

WHEREAS, Data Transmission Network Corporation, a Delaware corporation (the "Borrower"), DTN, LLC, a Delaware limited liability company ("DTN"), certain of the Borrower's and DTN's subsidiaries party thereto, each of the financial institutions from time to time party thereto (the "Junior Lenders") and Wachovia Bank, National Association, as administrative agent and collateral agent for the Junior Lenders have entered into a Credit and Guaranty Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Junior Credit Agreement") dated as of October 31, 2003.

WHEREAS, the Grantor has entered into a Security and Pledge Agreement dated as of October 31, 2003, among the Borrower, DTN, each subsidiary of the Borrower or DTN party thereto and Wachovia Bank, National Association, as collateral agent (in such capacity, the "Junior Collateral Agent") for the Junior Secured Parties (as defined in the Junior Security Agreement). (as amended, supplemented, restated or otherwise modified from time to time, the "Junior Security Agreement") in favor of the Junior Collateral Agent; and

WHEREAS, pursuant to the Junior Security Agreement, the Grantor has granted to the Junior Collateral Agent a security interest in all right, title and interest of the Grantor in and to the Patents, together with all registrations and recordings thereof, including applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, continuations, continuations-in-part, term restorations or extensions thereof, all Patent Licenses and all proceeds thereof, including any claims by the Grantor against third parties for infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Junior Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Junior Collateral Agent of a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Junior Collateral Agent with respect to the grant of and security interest in the Collateral made hereby are more fully set forth in the Junior Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Junior Collateral Agent's address is One Wachovia Center, 301 S. College Street, 5th Floor, NC-0537, Charlotte, North Carolina, 28288, attention Edward D. Ridenhour.

NYB 1438152.1

PATENT REEL: 014097 FRAME: 0613 IN WITNESS WHEREOF, Kavouras, Inc. has duly executed or caused this Supplement to the Junior Security Agreement to be duly executed as of October 31, 2003.

KAVOURAS, INC.

By:

Vame: DAGO WASH

Title: CRO

NYB 1438152.1

PATENT REEL: 014097 FRAME: 0614

## SCHEDULE 1-A TO THE PATENT SECURITY AGREEMENT SUPPLEMENT

## **PATENTS**

	Date Filed	Serial No. or
Tîtle	or Granted	Patent No.
System for processing weather information	7/10/98	6,252,539

NYB 1438152.1

PATENT REEL: 014097 FRAME: 0615

**RECORDED: 11/03/2003**