

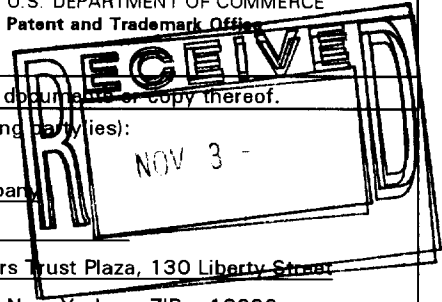
11-05-1998



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Form PTO-1594  
1-31-92  
11/3/98

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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

1. Name of conveying party(ies):  
I-Net, Inc.  
 Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State: Maryland  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Bankers Trust Company  
Internal Address: \_\_\_\_\_  
Street Address: One Bankers Trust Plaza, 130 Liberty Street  
City: New York State: New York ZIP: 10006  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- New York  
 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: March 13, 1998

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
1,997,048  
2,150,062  
1,971,910

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Kimberly Miller  
Internal Address: White & Case LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 1155 Avenue of the Americas  
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 3  
7. Total fee (37 CFR 3.41): ..... \$ 90.00  
 Enclosed  
Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_  
(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.*  
Kimberly V. Miller  
Name of Person Signing

[Signature]  
Signature  
Date: 11/2/98  
Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems,

40.00  
50.00  
00000189 1997046

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, I-NET, INC., a Maryland corporation (the "Assignor") with principal offices at Suite 100, 6700 Rockledge Drive, Bethesda, Maryland 20817, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 13, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and


are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 15<sup>th</sup> day of October, 1998.

I-NET, INC., Assignor

By

  
Name: B.L. Buckingham

Title: Treasurer

BANKERS TRUST COMPANY,  
as Collateral Agent, Assignee

By \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the \_\_\_\_ day of \_\_\_\_\_, 1998.

I-NET, INC., Assignor

By \_\_\_\_\_

Name:

Title:

BANKERS TRUST COMPANY,  
as Collateral Agent, Assignee

By  \_\_\_\_\_

Name:

Title:

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

On this 12<sup>th</sup> day of October, 1998, before me personally came Richard

L. Buckingham who, being by me duly sworn, did state as follows: that [s]he is

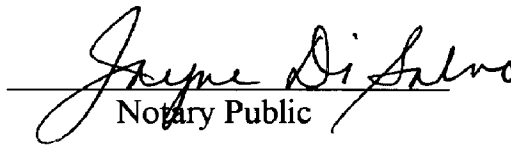
Treasurer of I-Net, Inc., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Rebecca M. Pontes  
Notary Public  
My Commission Expires 9/24/04

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

On this 3<sup>rd</sup> day of SEPTEMBER 1998 before me personally came \_\_\_\_\_

G. ANDREW KEITH who, being by me duly sworn, did state as follows: that ~~X~~he is  
VICE PRESIDENT of Bankers Trust Company that ~~X~~he is authorized to execute the  
foregoing Assignment of Security Interest on behalf of said corporation and that ~~X~~he did so by  
authority of the Board of Directors of said corporation.

  
Notary Public

JAYNE DISALVO  
NOTARY PUBLIC, State of New York  
No. 41-4760803  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires NOVEMBER 30, 1998

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
GULFDATANET	1997048	8/27/96
I-NET & DESIGN	2150062	4/14/98
RECORDSTAR	1971910	4/30/96